

NF  
PW  
Rich Drew

FILED

**AGREEMENT FOR PROFESSIONAL SERVICES**

93.106

'93 SEP 13 AIO :38

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of September, 1993, by and between DOUGLAS COUNTY, Nevada, hereinafter referred to as "COUNTY", and LUMOS & ASSOCIATES, INC., 800 E. Graves Lane, Carson City, Nevada, a Nevada Corporation, hereinafter referred to as "ENGINEER".  
BY [Signature] DEPUTY

**WITNESSETH:**

WHEREAS, the COUNTY intends to conduct a study for wastewater district boundary planning for the Topaz area in Douglas County;

WHEREAS, the COUNTY desires professional engineering services for data collection, analysis and mapping of sewer and unsewered areas, analysis of sewer conveyance and sewer treatment systems, and the planning to determine future mid- and long-term sewer service boundaries within the Topaz area of Douglas County.

WHEREAS, the ENGINEER is duly qualified by the State of Nevada to provide such services and members of the firm of Lumos & Associates, Inc., are qualified and experienced to provide such professional services;

NOW, THEREFORE, the COUNTY and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

**I. EMPLOYMENT:**

COUNTY employs the ENGINEER to provide mapping to delineate existing, mid- and long-term sewer service boundaries and all engineering and technical services as described in Exhibit "A" Scope of Work, attached hereto and made a part hereof by reference.

**II. ENGINEERING SERVICES:**

The ENGINEER agrees to perform services as described in Exhibit "A" attached hereto.

**III. COMPENSATION:**

The COUNTY agrees to compensate the ENGINEER for the performance of services. Compensation shall be determined in accordance with the following:

- A. For services defined in Exhibit "A" as "Basic ENGINEERING Services", compensation shall be as follows: The COUNTY shall pay the ENGINEER monthly progress payments in accordance with the Fee Schedule outlined as Exhibit "B", which is attached hereto and made a part of this agreement by reference. The number of manhours anticipated in performing these services are set forth in Exhibit "C", attached hereto. The ENGINEER shall be reimbursed on a time and materials basis with a not-to-exceed amount as indicated on Exhibit "C".
- B. The ENGINEER shall receive payments from the COUNTY based upon approved invoices within thirty (30) days of invoice date. The COUNTY shall accept or reject submitted invoices within ten (10) days of submittal.

**IV. RECORDS TO BE MAINTAINED BY THE ENGINEER:**

ENGINEER shall maintain records supporting requests for payment which may become due under paragraph III above. Such records shall be available for inspection and audit by the COUNTY and the ENGINEER shall provide duplicate copies of all such records upon request by the COUNTY.

V. TIME OF BEGINNING AND SCHEDULE OF COMPLETION:

The ENGINEER will perform the work in accordance with the time schedule attached as Exhibit "D". The COUNTY desires a timely completion of the services. The ENGINEER and the COUNTY will make every effort to adhere to or expedite the schedule when possible.

VI. CHANGES IN WORK:

COUNTY may order changes in scope, character, or estimated cost of work, either decreasing or increasing the amount of ENGINEER's services, and, if necessary, changing the character of ENGINEER's services. In the event that such changes are ordered, the ENGINEER is entitled to full compensation for all services performed prior to receipt of notice of change. The ENGINEER will submit a Change Order, attached as Exhibit "E", to the COUNTY within ten (10) calendar days of the receipt of a notice of change. The Change Order will depict an itemized estimate of the increased or decreased compensation to comply with the notice of change. Increased or decreased compensation for major changes shall be determined by subsequent negotiation and mutual agreement.

VII. DELAYS AND EXTENSIONS:

In the event that the ENGINEER is delayed in the performance of his services by circumstances beyond his control, he will be granted a reasonable adjustment in the Schedule of Completion. All claims for adjustments in Schedule of Completion. All claims for adjustments in Schedule of Completion must be submitted to the COUNTY by the ENGINEER in the form of a Change Order within ten (10) calendar days of the time of occurrence of the circumstances necessitating the adjustment.

VIII. PROGRESS OF WORK

The progress of the ENGINEER's services is depicted in the Schedule of Completion as submittal of reports, maps and task elements to the COUNTY for review and comment. The ENGINEER recommends informal meetings with COUNTY representatives during the progress of each task as indicated in the Schedule of Completion as clarifications, review and comment of task elements.

IX. OWNERSHIP OF DOCUMENTS:

Originals of all tracings, drawings, maps, specifications, computations and other documents of service, prepared by the ENGINEER shall remain the property of the ENGINEER.

X. INFORMATION TO BE FURNISHED BY COUNTY:

COUNTY shall furnish the following information to the ENGINEER:

- A. Provide full information as to the requirements for the project.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the project, including previous reports and any other data relative to design and construction. Available information shall be furnished within ten (10) working days or as depicted in the Schedule of Completion.
- C. Guarantee access to and make all provisions for the ENGINEER to enter upon public lands as required for the ENGINEER to perform his work under this agreement.
- D. Advertise for proposals from bidders, adopt resolutions as required, perform all printing and mailing of required notices, provide meeting

halls for public hearings, or information meetings. **The scheduling and advertising of hearings or meetings before the Board of County Commissioners, Planning Commission, Capital Improvements Advisory Committee shall be in accordance with the Schedule of Completion.**

- E. Provide such legal, accounting and insurance counseling services as may be required by the project, and such auditing services as the COUNTY may require to ascertain how or for what purpose the ENGINEER has used the monies paid to him under this agreement.
- F. Designate, in writing, a person to act as the COUNTY's representative with respect to the work performed under this agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY's policies and decisions with respect to the materials and systems pertinent to the work covered by the Agreement.
- G. Prompt written notice to the ENGINEER whenever the COUNTY observes or otherwise becomes aware of any defect in the project.

**XI. TERMINATION:**

This agreement may be terminated by either party by seven (7) days written notice in the event substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this agreement is so terminated, the ENGINEER shall be paid as provided in Paragraph VI.

**XII. ESTIMATES:**

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor's method of determining prices or over competitive bidding or market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that bids or the project construction cost will not vary from the cost estimates prepared by him.

**XIII. INDEMNIFICATION AGREEMENT:**

ENGINEER is skilled in the professional calling necessary to the services and duties agreed to be performed by ENGINEER, and COUNTY relies upon the skills and knowledge of ENGINEER. ENGINEER shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of ENGINEER's caliber in the State of Nevada. ENGINEER shall submit to the District Attorney evidence of adequate coverage for general liability, property damage and errors and omission insurance. ENGINEER agrees to indemnify COUNTY, its officers and employees against any and all claims, damages or liability arising out of or resulting in any way from the work performed under this agreement which is the result of negligence, error or omission by ENGINEER, its officers, agents or employees and acceptance of said service and duties by COUNTY shall not operate as a waiver of such right of indemnification.

**XIV. INDUSTRIAL INSURANCE:**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ENGINEER or any Subcontractor by the COUNTY, and in view of NRS 616.280 and 617.210 requiring that Consultant comply with the provisions of Chapters 616 and 617 of NRS, ENGINEER shall, before commencing work under the provisions of this Agreement, furnish to the COUNTY a certificate of insurance from the State Industrial Insurance System

certifying that the ENGINEER and each Subcontractor has complied with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee, subcontractors, and independent contractors.

Upon completion of the project, the Contractor shall provide the COUNTY with a Final Certificate for itself and each Subcontractor which is prepared by the State of Nevada Industrial Insurance System. If the Consultant or Subcontractor is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

It is further understood and agreed by and between the COUNTY and ENGINEER that ENGINEER shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at the ENGINEER's sole cost and expense.

**XV. MINIMUM SCOPE OF LIABILITY INSURANCE:**

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

Coverages may be excluded only with prior approval of the County.

2. ENGINEER's Errors and Omissions Liability applying to all professional activities performed under this contract in a form acceptable to the COUNTY.

**XVI. MINIMUM LIMITS OF INSURANCE:**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. ENGINEER's Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate.

**XVII. VERIFICATION OF COVERAGE:**

ENGINEER shall furnish the COUNTY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the COUNTY before work commences.

**XVIII. ENGINEER'S ENDORSEMENT:**

The ENGINEER shall provide an endorsement of all plans, specifications, maps, drawings, reports or other instruments of service prepared by him or under his direction. Endorsement shall be evidenced by the Project ENGINEER's signature and serial number of the Certificate of Registration, issued to him by the Nevada Board of Registered Professional ENGINEERS. The ENGINEER shall be represented by a qualified member of the ENGINEER's staff, designated as Project ENGINEER, who shall be licensed

to practice engineering by the State of Nevada as provided in Nevada Revised Statutes, Chapter 625.

XIX. **ASSIGNMENT:**

The COUNTY and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party to this agreement and to the partners, successors, executors, administrators and assignees of such other party in respect to all covenants of this agreement. Except as above, neither the COUNTY nor the ENGINEER shall assign, sublet or transfer interest in this agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written. The attachments (Exhibit "A", "B", "C", and "D") are included and are hereby made a part of this Contract.

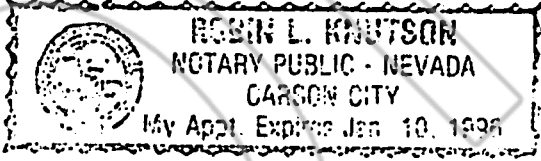
DOUGLAS COUNTY

BY: [Signature]  
DOUGLAS COUNTY COMMISSIONERS

LUMOS & ASSOCIATES, INC.

BY: [Signature]  
Paul Lumos, P.E.  
President

STATE OF NEVADA )  
                          ) SS:  
COUNTY OF Carson City )



On this 10 day of August, 1993, personally appeared before me, a Notary Public, Paul Lumos, known to me to be the President of Lumos & Associates, Inc., who acknowledged to me that he executed the foregoing instrument on behalf of said Corporation.

[Signature]  
NOTARY PUBLIC

**EXHIBIT A  
DOUGLAS COUNTY  
CARSON VALLEY WASTEWATER DISTRICT BOUNDARY STUDY  
SCOPE OF WORK**

**INTRODUCTION**

**GENERAL**

Douglas County has three existing wastewater treatment facilities in the Carson Valley Basin and a fourth approved for construction and permitted with the State of Nevada.

Recent concerns have been raised by the Nevada Department of Environmental Protection, the Minden-Gardnerville Sanitation District, and County concerning service area boundaries, areas allowing individual sewage disposal systems and appropriate connection points for proposed developments.

Phase 1 of this project is intended to analyze the land use patterns, growth patterns, location and capacities of existing facilities, soils capabilities, geographic boundaries and political boundaries and provide recommendations for service area boundaries and areas recommended for individual sewer disposal systems.

Phase I will produce a district boundary map and database that is compatible with Douglas County's GIS system. Discrete geographic areas will be developed to analyze sewer district information. The computer mapping and database will be provided to Douglas County upon completion of the district boundary study.

The analysis and work associated with this mapping project will fully recognize and utilize the information being prepared by Vasey Engineering relative to the East Valley Sewer Analysis and incorporate applicable information in this project.

**317988**

BK0993PG3471

# **EXHIBIT A**

## **PHASE I TOPAZ AREA WASTEWATER DISTRICT BOUNDARY STUDY**

### **INTRODUCTION**

The Phase I study will focus on providing the most efficient and probable wastewater service boundaries in the Topaz region of Douglas County.

#### **Task #1. MAP EXISTING SEWER DISTRICTS AND UNSEWERED DEVELOPMENTS.**

A comprehensive map will be prepared depicting current sewer district boundaries in the Carson Valley and Topaz portion of Douglas County. The boundaries will be determined from the districts' long-term plans and recent district and/or Douglas County actions and from information developed in the Vasey report of the East Valley. Discrepancies in boundary interpretations will be depicted.

The map will also contain developments that have been approved for individual sewage disposal systems.

#### **Task #2. AREAS FOR INDIVIDUAL SEWAGE DISPOSAL SYSTEMS.**

Unsewered areas, as well as potential unsewered areas, will be evaluated for their ability to facilitate sewage disposal with septic systems. The evaluation will consist of:

- Soil Suitability
- Floodplain Conflicts
- Potential for Groundwater Contamination

Soils investigations will be based primarily upon the information in the Soil Survey of Douglas County Area Nevada, 1984. Groundwater quality information will be reviewed from available groundwater surveys. Percolation test information will be reviewed to verify local conditions. Areas that are considered marginal may require direct soil testing and site specific groundwater testing.

The information collected through Task #2 will be reviewed by Douglas County. An existing sewer boundary map will be submitted to Douglas County.

**317988**

BK0995PG5472

### **Task #3. POPULATION PROJECTIONS.**

Population projections will be derived for each district and unsewered area identified in Task #1. The population information will parallel the projections adopted through the Douglas County Master Plan through the year 2010. Projections will be extended to a planning period to reflect the useful life of the wastewater treatment systems. The information presented in this study may precede the information adopted through the Douglas County Master Plan, nevertheless compatibility with county planning efforts will be maintained.

### **Task #4. ANALYZE EXISTING WASTEWATER CONVEYANCE SYSTEMS**

Existing interceptor and major collector sewers will be analyzed for their current flow capacities. Interceptors and major collectors (that may serve as points for future service extensions) will be rated at an appropriate percentage of their full-pipe capacity.

Existing and projected sewer flows will be estimated for each sewer district. Collection system capacity requirements will be depicted for estimated ultimate wastewater flows. Routing of the wastewater collection systems will be based upon sewer district facilities plans and/or land use patterns depicted through the Douglas County Master Plan.

East Valley information will be derived to the maximum extent from the Vasey East Valley report.

### **Task #5. ANALYZE EXISTING OR PROJECTED WASTEWATER TREATMENT PLANT SITES.**

Existing wastewater treatment plant sites will be assessed for their suitability to process existing and ultimate wastewater volumes. Site suitability will consist of the following factors:

- Land Use/Development Patterns  
(collection efficiency vs. isolation from residential areas)
- Topography
- Economics of Wastewater Collection and Treatment
- Environmental Constraints
- Engineering Constraints
- Hydrology
- Soil Types
- Prevailing Winds
- Transportation Accessibility
- Social Constraints
- Proximity to Water Production Facilities

A matrix will be developed to depict the various constraints that may exist at each existing site as well as probable alternative sites.

**317988**

BK0993PG3473



## **Task #6. ANALYZE SEWER SERVICE BOUNDARIES.**

This task will compile and compare various factors that may have an impact upon determining sewer service boundaries. The service areas will be evaluated on the following criteria:

- Natural Drainage Basins
- Topography
- Geology
- Hydrology
- Land Use Planning
- Social and Economic Conditions
- Political Boundaries

The factors from this task will be compiled with the factors identified in Tasks #4 and #5.

Existing sewer service boundaries will be compared to the various natural boundaries, as well as other factors, to determine their suitability or efficiency to service their respective areas for the planning period. This task will identify the primary constraints for developing a wastewater system within identified areas. Alternative boundaries will be depicted as a result of this task.

Areas found to be unsuitable or highly suspect for septic system disposal will be incorporated into sewer service boundaries.

## **Task #7. RECOMMENDED SEWER SERVICE BOUNDARIES.**

Lumos & Associates will prepare a map of recommended sewer service boundaries based upon the information that was collected and evaluated in the Phase I study. The comprehensive analysis will depict the constraints and opportunities for each service boundary. General measures for mitigating constraints will be provided for each recommended service boundary.

A map with overlay features will be produced to present major factors impacting service boundary considerations.

An Area-Wide Wastewater Treatment Service Area Plan covering Carson Valley and the Topaz Area will be submitted to Douglas County.

**317988**

**BK 0993 PG 3474**

# EXHIBIT B



800 East Graves Lane, Carson City, NV 89706, (702) 883-7077  
5401 Longley Lane, Suite 13, Reno, NV 89511, (702) 827-6111  
137 Keddie Street, Fallon, NV 89406, (702) 423-2188

## **FEE SCHEDULE** Effective January 1, 1993

### **ENGINEERING & SURVEYING FEES**

### **RATE/HOUR**

Principal	\$ 90.00
Associate	75.00
Senior Engineer	70.00
Engineer/Geologist	55.00
Sr. Engineering Technician	50.00
Sr. Technician/Sr. Inspector	45.00
Engineering Technician/CAD Operator	40.00
Professional Land Surveyor	60.00
Lab Manager	55.00

### **SURVEY FIELD PARTY (\*)**

2 Man Survey Crew	85.00
3 Man Survey Crew	110.00

### **ADMINISTRATION/EQUIPMENT CHARGES**

Administrator	42.00
Technical Typist (Includes Word Processor)	40.00
Secretary	25.00
Clerk/Runner	25.00
Computer	10.00
Mileage	0.35 per mile

Payments for services are due on or before thirty (30) days after the date of billing. INTEREST will be charged at the rate of one and one-half percent (1-1/2%) per month on all past due amounts, an annual percentage rate of 18%.

Map filing, checking, consulting, and other fees paid by the office on behalf of the client shall be billed at cost plus fifteen percent (15%).

- \* Survey Party rate includes costs of pickup, electronic distance measuring equipment, survey flagging, paint and wood staking, iron pipe monuments, iron rods or pins, and guard posts.

Fee Schedule applies to services provided from January 1, 1993 until further notice.

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DOUGLAS COUNTY, NEVADA  
 CARSON VALLEY WASTEWATER DISTRICT BOUNDARY STUDY  
 TOPAZ AREA  
 MAN HOUR ESTIMATE

TASK	PRESIDENT	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEER	TECH	TECH TYPST	COMPUTER	OTHER EXPENSES	TOTAL
<b>PHASE 1. TOPAZ AREA WASTEWATER BOUNDARY STUDY</b>									
<b>TASK 1. PREPARE INITIAL BOUNDARY MAP</b>									
A	1		10						\$1,900
B	2		11	2		2			\$1,520
			21	2		2			
	\$270	\$0	\$1,470	\$110		\$90	\$0	\$0	\$3,610
<b>TASK 2. AREAS FOR ISDS</b>									
A	2	2	12	12	8	2		\$11,000	\$3,060
B			4	6	2				\$870
			16	18	10				
	\$180	\$150	\$1,120	\$980	\$400	\$90	\$0	\$11,000	\$3,920
<b>TASK 3. POPULATION PROJECTIONS</b>									
A	2		25	14	8	4	8		\$3,200
B	2	0	25	14	8	4	8		
		\$0	\$1,750	\$770	\$320	\$160	\$80	\$0	\$3,200
	\$180	\$0							
<b>TASK 4. ANALYZE EXISTING SEWER SYSTEM</b>									
A	1		20	12	16	5	4		\$3,030
B	1	0	20	12	16	5	4		
		\$0	\$1,400	\$660	\$840	\$200	\$40	\$0	\$3,030
	\$90	\$0							
<b>TASK 5. ANALYZE EXISTING WWTP</b>									
A	3	2	24	25	8	4			\$3,965
B	3	2	24	25	8	4			
		\$150	\$1,680	\$1,375	\$320	\$160	\$0	\$0	\$3,965
	\$270	\$150							
<b>TASK 6. ANALYZE SERVICE BOUNDARIES</b>									
A	4	1	22	16	16	2	8	\$100	\$3,755
B	4	1	22	16	16	2	8		
		\$75	\$1,540	\$880	\$640	\$80	\$80	\$100	\$3,755
	\$360	\$75							
<b>TASK 7. RECOMMEND BOUNDARIES</b>									
A	2		8					Reproduce Maps	\$560
B			10		10	4	2	\$150	\$1,610
			18	0	10	4	2		
	\$180	\$0	\$1,260	\$0	\$400	\$160	\$20	\$150	\$2,170
									TOTAL TOPAZ AREA COST
									\$23,700

317988

BK 0993 PG 3476



Civil Engineers • Surveyors • Material Testing  
 800 E. Graves Ln., Carlees City, NY 8708 (702) 832-7077

**DOUGLAS COUNTY**  
**CARSON VALLEY WASTEWATER DISTRICT BOUNDARY STUDY**  
 Phase I

Exhibit D

1994

1993

PHASE I - DISTRICT BOUNDARY STUDY	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL
<b>TASK #1 PREPARE INITIAL BOUNDARY MAP</b> COLLECT DATA ESTABLISH BASE MAPS INITIAL EXIST. BOUNDARY MAP TAC MEETING (C)	[Horizontal bars and dots in calendar grid]							
<b>TASK #2 AREAS FOR I.S.D.S.</b> SOILS, HYDROLOGY, G.W., PERCOLATION FIELD TESTING TAC MEETING SUBMIT BOUNDARY MAP (C)	[Horizontal bars and dots in calendar grid]							
<b>TASK #3 POPULATION PROJECTIONS</b> POPULATION PROJECTIONS (C)	[Horizontal bars and dots in calendar grid]							
<b>TASK #4 ANALYZE EXISTING SEWER SYSTEM</b> ANALYZE EXIST. SEWER SYSTEMS (C)	[Horizontal bars and dots in calendar grid]							
<b>TASK #5 ANALYZE EXISTING W.W.T.P.'s</b> VALIDATE SEWER LOCATIONS REVIEW POTENTIAL INTERCONNECTIONS ANALYZE W.W.T.P.'s RATE CRITERIA TAC MEETING (C)	[Horizontal bars and dots in calendar grid]							
<b>TASK #6 ANALYZE SERVICE BOUNDARIES</b> ANALYZE BOUNDARIES COMPREHENSIVE RATING TAC MEETING (C)	[Horizontal bars and dots in calendar grid]							
<b>TASK #7 RECOMMEND BOUNDARIES</b> REPORT #1 BOUNDARY MAP (C)	[Horizontal bars and dots in calendar grid]							
<b>TASK #8</b> REVIEW REPORT AGENDIZE PLANNING COMMISSION MEETING BOARD MEETING								

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BK D 9 9 8 PG 3 4 77

# EXHIBIT E CONTRACT CHANGE ORDER

Order No. \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Contract for: \_\_\_\_\_

Owner: \_\_\_\_\_

Dated \_\_\_\_\_

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes	Decrease in Contract Price	Increase in Contract Price
<b>Totals</b>	\$ _____	\$ _____
<b>Net Change in Contract Price</b>	\$ _____	\$ _____

Justification:

The sum of \$ \_\_\_\_\_ is hereby \_\_\_\_\_  
(added to) (deducted from)  
 the total contract price.

The adjusted contract price to date is hereby \_\_\_\_\_

The time provided for completion is \_\_\_\_\_  
(increased) (decreased) (not changed)  
 by \_\_\_\_\_ calendar days.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Accepted \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
 (Date)

Recommended \_\_\_\_\_  
(Engineer)

\_\_\_\_\_  
 (Date)

Approved \_\_\_\_\_  
(Owner)

\_\_\_\_\_  
 (Date)

**317988**

COPY

REQUESTED BY  
**DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'93 SEP 20 P2:32

SUZANNE BEAUDREAU  
RECORDER

\$ 0 PAID K2 DEPUTY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

**SEAL**

DATE: September 20 1993  
S. Kess Clerk of the 9th Judicial District Court  
of the State of Nevada, In and for the County of Douglas.

By Carol M. Mullock Deputy

**317988**

BK0993PG3479