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Lynda Teal

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AMENDMENT NO. 1
Contract Between Douglas County
and
Watry Design Group for the
Douglas County Parking Structure

BARBARA RIED
CLERK
[Signature]
DEPUTY

Whereas, on February 3, 2000, Douglas County, a political subdivision of the State of Nevada, and Watry Design Group, an independent contractor, entered into a contract for Contractor to provide professional engineering services for the Douglas County Parking Structure Project; and

Whereas, the Contractor was required to provide additional engineering services and design efforts to provide two additional parking garage plan options, building sections for each option, building elevations, and opinions of probable cost; and

Whereas, the Contractor was required to provide additional engineering services to incorporate wooden truss elements into the structure design as discussed in Exhibit A, and additional on-site inspection; and

Whereas, the Contractor was required to provide additional services to evaluate structural solutions to stabilize the adjacent hillside and integrate a retaining wall into the design of the parking structure as discussed in Exhibit A; and

Now, therefore, in consideration of the agreements herein made, the parties mutually agree as follows:

- Compensation for Phase I Design Development is increased \$11,280 to provide additional parking garage plan options, building sections, building elevations, and opinions of probable cost. Total compensation for Phase I Design Development shall not exceed a total cost of \$132,505.
- Compensation for Phase II Construction Documents and Permits Phase is increased \$10,820 for the wood structure design elements, and \$3,375 for hillside structural solutions. Total compensation for Phase II Construction Documents Phase shall not exceed a total cost of \$117,225.
- Compensation for Phase IV Construction Administration is increased by \$3,500 for shop drawing review and on-site inspection of the wood elements of the parking structure. Total compensation for Phase IV Construction Administration shall not exceed a total cost of \$51,605.
- Total compensation for the original contract and Amendment No. 1 shall not exceed a total cost of \$324,470.
- All other sections of the original agreement remain in effect.

WDS/lorne

Watry Design Group

Jacques Etcheberry

Board of County Commissioners

7/20/00

Date

8/1/00

Date

Attest:

Barbara J Reed

County Clerk

Carroll M Hullock

8-4-00

Date

B. [Signature]

District Attorney

7/27/00

Date

COPY



DESIGN GROUP
ARCHITECTS, ENGINEERS
& PARKING PLANNERS

Principals
C. Nicholas Watry, Architect/Engineer
Michelle Wendler, Architect
Lisa Watry-Blanton, MBA
John Purinton, S.E.
David N. LoCoco

Associates
Genaro Morales, Architect
Raymond A. Bligh, S.E.
Jess McInerney, P.E.
Brent Forslin, S.E.
Jose Oseguera
Hiep H. Ho

RECEIVED
JUL 12 2000
DOUGLAS COUNTY
COMMUNITY DEVELOPMENT

July 12, 2000

Mr. Ron Roman
Douglas Co. Clerk's Office, Room 105
1594 Esmeralda Ave.
P.O. Box 218
Minden, NV 89423
Tel: (775) 782-6239
Fax: (775) 782-9007

RE: Douglas County Parking Structure
WDG# 99132.312

Dear Ron:

During the course of the design phase of this project, several issues arose that caused our design budget to be exceeded. Therefore, we are submitting this request for additional fees of \$15,460 for work already completed plus \$3,500 for future plan check and construction administration services that are anticipated to be outside the scope of our original contract.

There are several reasons for the added work. Some of it was caused by additional scope of work that occurred after our contract was negotiated. Other portions of it were caused by new soil design criteria and preexisting site conditions. The three unexpected issues that created the greatest impact were: 1) the wood items attached to the structure, 2) the difficult hillside, and 3) the sewer issue.

At the time these issues were initially discovered we thought they could be accommodated within our design contingency. However, the full impact of these issues wasn't realized until the end of the design process as the contract documents were being finalized for plan check submittal. Given the short design schedule and the high intensity of work being completed just prior to submission (which included working through the Memorial Holiday weekend), we were not aware of the full extent that our budget was being exceeded. This information became available after the work was complete. Therefore, we regretfully did not have sufficient understanding or opportunity to discuss the possibility with you of attaining additional funds prior to completing the design.

Exhibit A
Amendment No. 1, Page 3

Main Office: 815 Hamilton Street, Redwood City, CA 94063
Sacramento Office: 7015 Morningside Drive, Granite Bay, CA 95746
Email: wdg@watrydesign.com

Tel: 650•298•8150 Fax: 650•298•8151
Tel: 916•797•0786 Fax: 916•797•2054
www.watrydesign.com

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At this time we are requesting additional compensation to cover design work already completed for the three issues mentioned above. Justification for each of these issues follows.

Wood Structures

When the design budget was originally established the wooden trusses at the First and Third Level entries did not exist. They were introduced during schematic design. At the time, we thought these new elements could be accommodated using the contingency in our budget. Unfortunately, the design, detailing, and specifications for new materials became more than we could absorb. Most of this work was done just prior to submission, since our first priority was to complete the design of the primary framing systems before approaching these secondary framing elements. It was during these last few days of work that we realized we had underestimated the complexity of these structures. By that time we were committed to completing the work regardless of the financial outcome to our design budget.

The cost breakdown for the completed design work is as follows:

Nick Watry	\$175 /hr x	hrs.=	\$	Asst. Proj. Mgr	\$90 /hr x	8 hrs.=	\$720	Sub-Total:	\$10,820
Sr. Consultant	\$150 /hr x	hrs.=	\$	Sr. Job Captain	\$90 /hr x	hrs.=	\$		
Consultant	\$75 /hr x	16 hrs.=	\$1,200	Job Captain	\$85 /hr x	24 hrs.=	\$2,040		
Principal	\$110 /hr x	hrs.=	\$	Senior Designer	\$75 /hr x	hrs.=	\$		
Sr. Project Mgr	\$105 /hr x	26 hrs.=	\$2,730	Staff Designer	\$70 /hr x	40 hrs.=	\$2,800		
Project Manager	\$95 /hr x	14 hrs.=	\$1,330	Clerical	\$45 /hr x	hrs.=	\$	Total =	\$10,820

Also, there will be plan check comments, bidding questions, and construction administration that will need to be performed on the wood portion of the structure that had not been accounted for in the original contract. We estimate these additional fees to be \$3,500.

Hillside

Stabilizing the hillside was a major design factor affecting this project. The structural solutions available were to build an independent stand-alone retaining wall or to integrate the retaining wall into the design of the structure. The least expensive approach was considered to be the second option, since the shear walls in the structure could be used "double duty" to resist seismic and soil loads. Although this approach complicated the engineering design of the structure, it was determined during schematic design that the increase in complexity was within reason. The primary objective was to minimize construction costs, even though it would increase the complexity of the engineering design.

The feasibility of using the structure to stabilize the hillside was evaluated during the schematic phase using the original soil report. This concept was further developed during the design development phase. It was then that we questioned the completeness of the information in the original soil report, and asked Loran to review it. At this point they provided additional load criteria for dynamic and traffic surcharge loads acting on the basement walls. Upon receiving the additional load criteria we reevaluated the feasibility of the integrated-wall concept, although the design work

had progressed to a point where we felt deeply committed to it. We focused our feasibility study on the aspects of the superstructure, and discovered that the concept still worked even though the loads were significantly larger. Later, when the contract documents were being finalized, we discovered that the sliding forces on the foundation were very large and difficult to resolve. The sliding loads were so much larger than originally expected that the configuration of the foundation system needed modification. These modifications were unexpected and required additional foundation analyses. By this time we were committed to the concept and needed to invest the extra time necessary to complete the design.

We recognize and acknowledge the agreement made at the onset of the project requiring us to accept and adopt the original soil report as our own. Notwithstanding this agreement, we believe that our reliance on this report during the schematic design phase committed us to a structural configuration that became exceedingly difficult to execute with the increased loads. We believe that the design proceeded in an efficient manner, but through no fault of our own, unforeseen complications arose due to supplemental information from the soil engineer. Therefore, we respectfully request additional fees for this work.

The cost breakdown for this additional engineering time is as follows:

Nick Watry	\$175 /hr x	hrs.=	\$	Asst. Proj. Mgr	\$90 /hr x	20 hrs.=	\$1,800	Sub-Total:	\$3,375
Sr. Consultant	\$150 /hr x	hrs.=	\$	Sr. Job Captain	\$90 /hr x	hrs.=	\$		
Consultant	\$125 /hr x	hrs.=	\$	Job Captain	\$85 /hr x	hrs.=	\$		
Principal	\$110 /hr x	hrs.=	\$	Senior Designer	\$75 /hr x	hrs.=	\$		
Sr. Project Mgr	\$105 /hr x	15 hrs.=	\$1,575	Staff Designer	\$70 /hr x	hrs.=	\$		
Project Manager	\$95 /hr x	hrs.=	\$	Clerical	\$45 /hr x	hrs.=	\$	Total =	\$3,375

Sewer

The presence of an existing sewer line in the north west corner of the structure created a conflict that required input from an outside agency to resolve. The time needed to coordinate this issue delayed the engineering designs of this portion of the structure and jeopardized the timely completion of the contract documents. In order to complete the design on time, Watry engineered the foundations in this area several different ways. This provided the head start that was needed to complete the drawings on time. When the decision eventually was made to move the sewer line, the corresponding foundation configuration was already analyzed and ready to draw.

We recognize that doing the multiple designs was a risk taken by us in order to maintain the design schedule, but given the accelerated schedule for this project, we judged that saving time was most critical. The additional engineering effort for this task alone was not great and the risk seemed appropriate given the time constraints. Normally, risks like this are something that can be absorbed in the design contingency. Unfortunately, the contingency was not adequate to absorb this cost in combination with the others previously mentioned.

The cost breakdown for the additional calculations is as follows:

Nick Watry	\$175 /hr x	hrs. =	\$	Asst. Project Mgr	\$90 /hr x	8 hrs. =	\$720	Sub-Total:	\$1,265
Sr. Consultant	\$150 /hr x	hrs. =	\$	Jr. Job Captain	\$90 /hr x	hrs. =	\$		
Consultant	\$125 /hr x	hrs. =	\$	Job Captain	\$85 /hr x	hrs. =	\$		
Principal	\$110 /hr x	1 hr. =	\$110	Senior Designer	\$75 /hr x	hrs. =	\$		
Sr. Project Mgr	\$105 /hr x	1 hrs. =	\$105	Staff Designer	\$70 /hr x	2 hrs. =	\$140		
Project Manager	\$95 /hr x	2 hrs. =	\$190	Clerical	\$45 /hr x	hrs. =	\$	Total =	\$1,265

Ron, we feel badly that the design phase went over budget, and that we were not able to present this information in a more timely manner. Normally these issues are identified and evaluated prior to the work being completed. In this case it wasn't possible for us to project these overruns in advance due to the accelerated schedule. The overall schedule was shortened because of some redesign work we performed in February to help make the project come closer to the County's construction budget. Given that the complexity of this project exceeded the original expectations, beyond what would be considered reasonable for us to foresee, we think it is only fair that our service agreement be adjusted to include the additional work that has, and will be, required to complete the project.

If you have any questions please call.

Very truly yours,

THE WATRY DESIGN GROUP

HD Stone

Heather Horne, Architect
 Project Manager

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.

DATE: August 8, 2000
 B. REED Clerk of the 9th Judicial District Court
 of the State of Nevada, in and for the County of Douglas.

By Carol M. Muller Deputy

Exhibit A
 Amendment No. 1, Page 6

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SEAL

COPY

REQUESTED BY
DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 AUG -9 AM 11: 29

LINDA SLATER
RECORDER

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