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Date: SEPTEMBER 8, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 7 Fee: 0.00
BK-0910 PG-1663 RPTT: 0.00



Name: EILEEN CHURCH, PUBLIC WORKS
(RR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT AMENDMENT #2010.222

(Title of Document)

FILED
2010.222

2010 SEP -8 PM 2:25

**AMENDMENT NO. 1
CONTRACT BETWEEN DOUGLAS COUNTY
AND
MANHARD CONSULTING, LTD.
FOR
North Douglas County Water System Improvement Project**

CLERK
DEPUTY
[Signature]

Whereas, on December 03, 2009, Douglas County (COUNTY), a political subdivision of the State of Nevada, and Manhard Consulting, Ltd. (CONSULTANT), an independent contractor, (hereinafter collectively referred to as THE PARTIES) entered into a contract for certain services for design of North Douglas County Water System Improvement Project to implement Alternative B of the North County Water System Analysis (CONTRACT); and

Whereas, additional professional services are required to implement modifications to telemetry and scada as part of the Johnson Lane Water Storage Tank; and

Whereas, the North Douglas County water line will cross a portion of cultural resource site 26Do446 in North Douglas County; and

Whereas, based on initial field investigations, Manhard recommends that the County implement a treatment plan to better determine the nature and extent of subsurface deposits at site 26Do446 to mitigate construction of the water line and to reduce the likelihood of inadvertent discovery and delays during construction, and

Whereas, additional professional services are required to implement the treatment plan for mitigation of adverse effects to a portion of 26Do446; and

WITNESSED:

Now, therefore, in consideration of the agreements herein made, the parties mutually agree to amend the Contract to include the following:

1. Incorporate the attached Exhibit B Scope of Services.
2. Incorporate the attached Exhibit C Contract Time.
3. Incorporate the attached Exhibit D Estimated Work Effort and Cost. The Contract billing rate schedule will remain unchanged.
4. Increase the total Contract in the amount of \$64,491.00 for a revised Contract amount not to exceed \$632,057.00.
5. All other sections of the original Contract to remain in effect.

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

[Handwritten Signature]

Independent Contractor/Consultant

9/19/10
Date

[Handwritten Signature: Michael A. Olson]

Douglas County
Michael A. Olson, Chairman
Board of County Commissioners

September 2, 2010
Date

Attest:

[Handwritten Signature]

County Clerk

BY: *[Handwritten Signature]* Clerk to the Board

September 2, 2010
Date

Approved as to form:

[Handwritten Signature]

District Attorney

9/18/2010
Date

**EXHIBIT B
SCOPE OF SERVICES
AMENDMENT NO. 1
NORTH DOUGLAS COUNTY WATER SYSTEM IMPROVEMENT PROJECT**

Task 6 – Johnson Lane Water Storage Tank Final Design

Manhard Consulting will utilize Jensen Engineering to provide electrical engineering services to include design, drafting, contract documents, and bidding assistance as necessary to accomplish the following Scope of Services:

1. Field exploration of existing electrical conditions.
2. Coordinate with Douglas County's preferred SCADA vendor for specification of new SCADA equipment and necessary modifications to the existing SCADA equipment including the master station.
3. Generate a performance specification for a new Omni-Hub remote telemetry unit at the new tank. The new hub will be designed to gather information from adjacent sites and report to the county master station.
4. Design and specification of modifications necessary to move the SCADA panel at the existing tank from tank top to ground level.
5. Design and specification of connections between the existing tank RTU and the new tank RTU.
6. Design and specification of electrical power connection to the new and existing tank RTU's
7. Provide electronic (.pdf) files of the final electrical drawings and specifications for inclusion in the bid documents.
8. Attend coordination meetings in Douglas County, NV including the pre-bid conference.

Task 8 – North County Water Line Final Design

Manhard Consulting will utilize Gnomon Inc. to provide services related to the archaeological exploration and mitigation along the proposed water line alignment. The treatment would consist of the following with all work being confined to a 100-meter by 30-meter wide corridor centered along the project centerline.

1. Mechanical excavation and monitoring of a 100 meter long by 3 meter (9 ft.)-wide stepped trench along the project centerline excavated to a depth of approximately 2.0 meters. Trenching will meet OSHA standards for sloping and benching in Type B soils. The work area will be closed by temporary fencing during non-working hours.
2. Scrape and clean trench sidewalls.
3. Draw a stratigraphic profile depicting general dune morphology and any exposed features.
4. Hand excavation of twenty, 1m by 1 m test pits to a depth of 1 m. Excavation units will

be placed at intervals along the alignment or atop cultural features exposed during trench excavation. At least five excavation units will be placed along the lower bench of the trench to assess depth of the cultural deposit or to expose deeply buried features.

5. The site will be left in a neat and clean condition once the fieldwork has been completed. All excavation units and trenches will be backfilled.
6. The contractor will submit a letter report to the lead agency and SHPO upon conclusion of the fieldwork. The report will identify dates of field operations and provide a summary of preliminary results. It will include a map showing the location of all excavations and features.
7. Artifacts will be collected, catalogued and analyzed. The collection will be curated at the Nevada Statue Museum.
8. Results of the fieldwork will be presented in a technical report that meets Nevada SHPO standards.
9. All work will be carried out under the direct supervision of a person meeting standards prescribed by the Secretary of the Interior for a Prehistoric Archaeologist and by the BLM for Prehistoric Archaeology. All work will be conducted under appropriate federal and state cultural resource permits.

**EXHIBIT C
SCHEDULE
AMENDMENT NO. 1
NORTH DOUGLAS COUNTY WATER SYSTEM IMPROVEMENT PROJECT**

Manhard is prepared to commence work within ten working days of approval. Based on approval of Amendment No. 1 on September 2, 2010, an approximate schedule for the additional work is shown below.

MILESTONE	DATE
TASK 6 – Johnson Lane Tank 100% Plans, Specifications, Permits	10-15-2010
TASK 8 – Site 26Do446 Treatment Fieldwork and Letter Report	11-15-2010
TASK 8 – Site 26Do446 Final Report	12-31-2010

**EXHIBIT D
Amendment No. 1 Estimated Cost**

Budget Summary

Item	Cost
Task 6 - Johnson Lane Water Storage Tank Final Design	
Jensen Engineering, Inc. (Subconsultant)	\$ 2,000.00
Subconsultant Markup @ 10%	\$ 200.00
Task 6 Subtotal	\$ 2,200.00

**Task 8 - North County Water Line Final Design
Site 26Do446 Treatment**

Manhard Consulting	
Coordination with Subconsultant and Reviewing Agencies	\$ 2,000.00
Gnomon (Subconsultant)	
Task 1. Pre-Field	\$ 2,560.00
Task 2. Trenching and Excavation	\$ 23,140.00
Task 3. Lab Analysis	\$ 9,290.00
Task 4. Report Prep	\$ 14,780.00
Task 5. Project Management	\$ 5,040.00
Subtotal	\$ 54,810.00
Subconsultant Markup @ 10%	\$ 5,481.00
Task 8 Subtotal	\$ 62,291.00

Total Amendment No. 1 \$ 64,491.00

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: Sept 8, 2010
 Clerk of the 90th Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By Carol Mulroch Deputy