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OFFICIAL RECORD

Requested By:

DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: FEBRUARY 22, 2011

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 6 Fee: 0.00  
BK-0211 PG- 4337 RPIT: 0.00

Name: JEANE COX, COMMUNITY DEVELOPMENT



Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT AMENDMENT #2011.033

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

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BK- 0211  
PG- 4338

FILED

NO. 2011.033

2011 FEB 22 AM 11:52

**CONTRACT AMENDMENT NO. 5**  
**A Contract between Douglas County**  
**and**  
**Nichols Consulting Engineers, Chtd.**  
**for**  
**Lake Village PhII WQIP**

REC'D CLERK  
*[Signature]*  
CLERK

**WITNESSED:**

**WHEREAS**, on 17th February, 2007, Douglas County, a political subdivision of the State of Nevada ("COUNTY"), and Nichols Consulting Engineers, Chtd. (NCE) an independent contractor ("INDEPENDENT CONTRACTOR") (hereinafter collectively referred to as "THE PARTIES"), entered into a contract for engineering services in connection with the Lake Village WQIP, EIP #679 in an amount not to exceed \$227,300 ("CONTRACT");

**WHEREAS**, the County desires to modify the contract to have Independent Contractor: NCE

**WHEREAS**, this modification will assist the County in completing additional work tasks related to resolving utility conflicts and to redesign and adjust the retention time in the water quality basins.


**NOW, THEREFORE**, in consideration of the agreements herein made, the parties mutually agree as follows:

1. The compensation of the contract is increased by \$40,630.00 for the scope as described in Exhibit A attached.
2. All sections of the original Contract remain unchanged and in full effect.

<i>Jason P. [Signature]</i> _____ Independent Contractor	<u>2/3/11</u> _____ Date
<i>Michael A. [Signature]</i> _____ Board of County Commissioners	<u>February 3, 2011</u> _____ Date
Attest: <i>[Signature]</i> _____ County Clerk	<u>February 3, 2011</u> _____ Date
BY: <i>Louise [Signature]</i> _____ Clerk to the Board	
Approved as to form: <i>R. [Signature]</i> _____ District Attorney	<u>2/3/11</u> _____ Date


**NICHOLS CONSULTING ENGINEERS, Chtd.**  
 Engineering and Environmental Services

P.O. Box 1760 • Zephyr Cove, NV 89448 • 775.588.2505 • FAX 775.588.2607


 BK- 0211  
 PG- 4339  
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 December 1, 2010  
 File No.: A534.01.14

 Mr. Mahmood Azad  
 P.O. Box 218  
 Minden, NV 89423  
**Subject: Contract Amendment #5**

Dear Mr. Azad,

Per our October 21, 2010 and November 30, 2010 meetings, Nichols Consulting Engineers (NCE) is pleased to submit this request for Contract Amendment #5 associated with the Lake Village Phase II Water Quality Improvement Project (WQIP). If approved, Amendment #5 will authorize NCE to carry out the following tasks:

1. Prepare Construction Drawings and Specifications for the resolution of known utility conflicts within the project area (see Tasks 16a-16d, below);
2. Prepare a Technical Memorandum that presents the detention times for the 1, 2, 5, 10, 25 and 100 year events in Basins #1 and #3, and if determined necessary by Douglas County, the Technical Advisory Committee (TAC), and NCE, adjust the orifice schedule for each outlet structure (see Task 16e, below); and
3. Provide construction assistance during the 2011 construction season (see Task 16f, below).

**Task 16 – Construction Support**

Amend this task to include the following subtasks:

**Task 16a:**
**Utility Plan Submittal for Douglas County Review:**

Under this task, NCE will prepare/submit preliminary plans and construction specifications for the resolution of known utility conflicts (water/sewer) for review by Douglas County-Engineering Division. Known utility conflicts exist in the vicinity of Basin #1, SV-1, Basin #4, and at SF-3. The Preliminary Plans will be based on potholing information provided by PEEK Construction, design concepts discussed during 10/21/10 meeting with Douglas County-Engineering Division staff, and the topographic information, property lines, right-of-way, and proposed improvements set forth in the final construction drawings for the Lake Village Phase II Water Quality Improvement Project. It is anticipated that the preliminary plans for the resolution of known utility conflicts will consist of two (2) plan sheets, and one (1) detail sheet. The plan sheets will delineate revised horizontal layouts and callouts for storm drain facilities in the vicinity of Basin #1, SV-1, Basin #4, and SF-3. The detail sheet will include construction details for water/storm drain crossings and other details as necessitated by the proposed design. NCE will submit the plans to Douglas County in digital form (pdf), as 11" x 17" sheets. NCE will prepare/submit construction specifications as necessitated by the preliminary plans. NCE will submit the preliminary specifications to Douglas County staff in digital form (pdf).



**Task 16b:**

**Utility Plan Submittal for Agency Review:**

Under this task, NCE will address comments provided by Douglas County-Engineering Division on the utility plans and construction specifications provided under Task 16a. NCE will then prepare a revised set of plans and specifications for review by Douglas County-Engineering Division, Nevada Department of Environmental Protection (NDEP), and the Kingsbury General Improvement District (KGID). NCE will submit the revised plans and specifications to Douglas County, NDEP, and KGID in digital form (pdf), as 11" x 17" sheets. NCE will submit the revised specifications to Douglas County, NDEP, and KGID in digital form (pdf).

**Task 16c:**

**Final Utility Plan Submittal:**

Under this task, NCE will address comments provided by Douglas County-Engineering Division, NDEP, and KGID on the plans and specifications provided under Task 16b. NCE will then prepare a final set of plans and specifications for the resolution of known utility conflicts to Douglas County-Engineering Division, NDEP, and KGID. NCE will submit one full-size (24" x 36") reproducible plan set to Douglas County-Engineering Division, and a digital copy to NDEP and KGID. NCE will submit one camera ready copy of the final specifications to Douglas County and a digital copy to NDEP and KGID.

**Task 16d:**

**Provide General Coordination for Resolution of Utility Conflicts:**

Under this task, NCE will coordinate with Douglas County-Engineering Division, NDEP, and KGID in developing the plans, details, and construction specifications for the resolution of known utility conflicts.

**Task 16e:**

**Prepare Technical Memorandum Regarding Detention Times and Provide Redesign:**

Under this task, NCE will prepare a brief memorandum that presents the detention times for the 1, 2, 5, 10, 25 and 100 year events in Basins #1 and #3. If after reviewing the detention times, Douglas County-Engineering Division, the TAC, and NCE determine it appropriate to adjust the orifice schedule, NCE will adjust the orifice schedule accordingly (this assumes the adjustment to the orifice schedule does not require any changes to the design plans, drainage report, and/or hydraulic analysis). If Douglas County and/or the TAC determine significant changes are required, NCE will develop a separate scope of work to revise the plans, drainage report, and/or hydraulic analysis. This task also includes preparation for, and participation in, one (1) three-hour meeting with Douglas County and the TAC to discuss the above-mentioned memorandum.

**Task 16f:**

**Provide Construction Assistance During the 2011 Construction Season:**

Under this task, NCE will be available for 8-10 hours per week during the 2011 construction season (May 1-October 15) to assist County staff in responding to Contractor Requests for Information (RFI), reviewing proposed Change Orders, and to attend miscellaneous field meetings with the Contractor (including Contractor's pre-construction meeting), utility companies, project stakeholders, and the TRPA (including TRPA's 2011 pre-grade meeting). Douglas County will be responsible for coordinating the Contractor's pre-construction meeting and TRPA's 2011 pre-grade meeting. This task assumes that construction assistance would be required for no more than 10 hours per week for 23 weeks. Also under this task, NCE will provide monthly project status reports to summarize the work completed during the previous billing period.



Table 1 provides a summary of the various amendments for this project, including proposed Amendment #5.

**Table 1: Revised contract amount**

Work Task	Contract Amounts through Amendment No. 1	Contract Amounts through Amendment No. 2 <sup>§</sup>	Amendment No. 3	Amendment No. 4	Amendment No. 5	Revised Contract Amount
1 - Project Scoping	\$ 8,000	\$ 8,000	\$	\$	\$	\$ 8,000
2 - Survey & Mapping	\$ 25,000	\$ 32,800	\$	\$	\$	\$ 32,800
3 - Geotechnical & Perc.	\$ 12,000	\$ 12,000	\$	\$	\$	\$ 12,000
4 - Exist. Cond. Analysis	\$ 24,000	\$ 24,000	\$	\$	\$	\$ 24,000
5 - Evaluation of Alternatives	\$ 20,000	\$ 20,000	\$	\$	\$	\$ 20,000
6 - Permitting <sup>+</sup>	\$ 35,000	\$ 45,000	\$	\$ 3,050	\$	\$ 48,050
7 - Preferred Alt. Analysis	\$ 55,000	\$ 70,000	\$	\$	\$	\$ 70,000
8 - Const. Plans	\$ 15,000	\$ 23,000	\$	\$	\$	\$ 23,000
9 - Public Participation	\$ 7,500	\$ 7,500	\$	\$	\$	\$ 7,500
10 - Project Management	\$ 8,000	\$ 13,000	\$	\$	\$	\$ 13,000
11 - Easement Documents <sup>+</sup>	\$ 10,000	\$ 10,000	\$	\$ 5,300	\$	\$ 15,300
12 - Soil Sampling & Testing*	\$ 6,300	\$ 6,300	\$	\$	\$	\$ 6,300
13 - Storm Drain Video*	\$ 1,500	\$ 1,500	\$	\$	\$	\$ 1,500
14 - 90% Submittal #2** #	\$0	\$0	\$ 9,500	\$	\$	\$ 9,500
15 - Easement Revision & Rights of Entry**	\$0	\$0	\$ 7,000	\$	\$	\$ 7,000
16 - Construction Support*** <sup>(A5)</sup>	\$0	\$0	\$ 12,000	\$	\$ 36,936	\$ 48,936
Contingency (10%)			\$ 2,850	\$ 835	\$ 3,694	\$ 7,379
<b>Totals</b>	<b>\$227,300.00</b>	<b>\$ 273,100.00</b>	<b>\$ 31,350.00</b>	<b>\$ 9,185</b>	<b>\$ 40,630</b>	<b>\$ 354,265</b>

<sup>§</sup> Contract Amendment No. 2 costs include both the original contract amount and the incremental increase for the amendment. All other amendments only include the incremental increase.

\*New tasks associated with Amendment #1.

\*\*New tasks associated with Amendment #3

# Includes preparation of 90% revised PS&E, Design Memorandum, Coordination and facilitation of TAC meeting, preparation of meeting agenda and summary and response to comments.

^Construction Management task assumes NCE staff on site or available via phone to answer questions for 4-6 hours per week for 16 weeks.

+ Additional work added to tasks associated with Amendment #4.

<sup>(A5)</sup> Additional work added to tasks associated with Amendment #5.

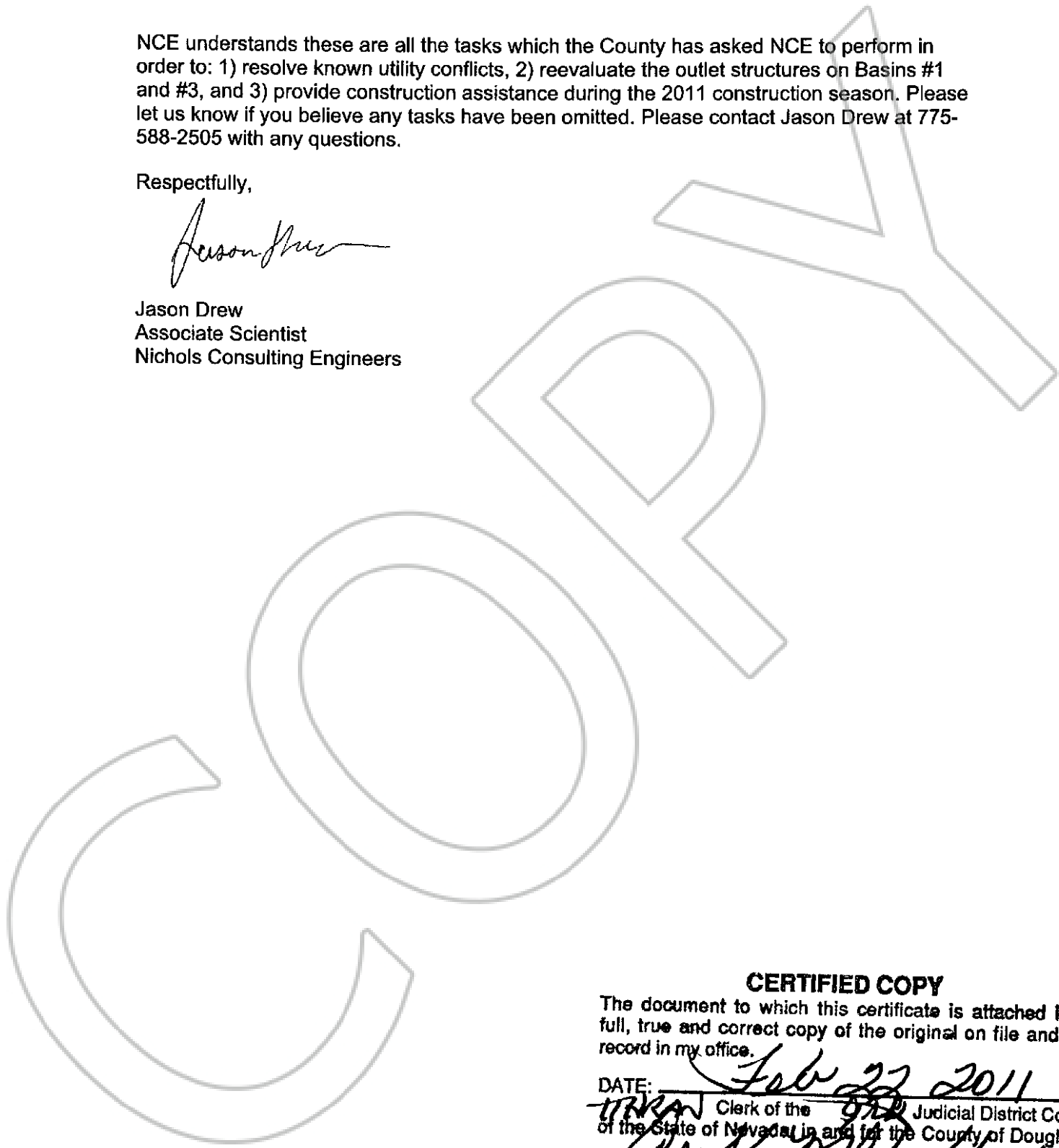
Date: 12-01-10  
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NCE understands these are all the tasks which the County has asked NCE to perform in order to: 1) resolve known utility conflicts, 2) reevaluate the outlet structures on Basins #1 and #3, and 3) provide construction assistance during the 2011 construction season. Please let us know if you believe any tasks have been omitted. Please contact Jason Drew at 775-588-2505 with any questions.

Respectfully,

Jason Drew  
Associate Scientist  
Nichols Consulting Engineers



**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: Feb 23 2011  
W. W. W. Clerk of the 9th Judicial District Court  
of the State of Nevada in and for the County of Douglas.

By: W. W. W. Deputy