

Assessor's Parcel Number: N/A

Date: MARCH 8, 2011

Recording Requested By: \_\_\_\_\_

Name: LISA GRANAHAN, CO MANAGER'STOFC

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

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

Real Property Transfer Tax: \$ N/A

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: 0.00  
BK-0311 PG- 1425 RPTT: 0.00



CONTRACT AMENDMENT #2011.044  
(Title of Document)

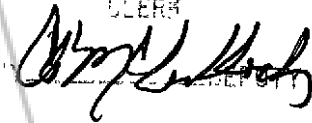
FILED

2011.044

2011 MAR -8 AM 10: 51

**FIRST AMENDMENT TO:  
CONTRACT FOR PROFESSIONAL SERVICES**

TED TURAN  
CLERK



**BETWEEN  
DOUGLAS AGENCY REDEVELOPMENT AGENCY**

**P.O. BOX 218  
MINDEN, NV 89423  
(775) 782-9821  
"AGENCY"**

**AND**

**SANDRA WENDEL & ASSOCIATES  
1624 10<sup>TH</sup> STREET, SUITE 3  
MINDEN, NV 89423  
(775) 782-8942  
"CONTRACTOR"**

BK- 0311  
PG- 1426  
0779612 Page: 2 Of 5 03/08/2011

WHEREAS, Douglas County Redevelopment Agency, (hereafter "Agency") a political subdivision of Douglas County and the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, on October 7, 2010, the Agency entered into a contract for independent professional services (hereafter "Contract") with Sandra Wendel & Associates (hereafter "Contractor") recorded with the Douglas County Recorder as Document Number 0771396 Book 0910, Page 6543; and

WHEREAS, both Parties agree to amend the Contract, as allowed, to expand the scope of work to be performed, extend the term of the Contract and correspondingly change the amount not to be exceeded for payment of services; and

NOW, THEREFORE, in consideration of the amendments herein made, the Parties mutually agree all provisions of the original Contract remain in full force and effect with the exception of the following amendments which show deleted language with a ~~strike through~~ and new language in *italics*:

A. Page 1, Paragraph 1, EFFECTIVE DATE AND TERM OF CONTRACT: September 22, 2010 through ~~March 31, 2011~~ *September 30, 2011.*

B. Page 1, Paragraph 2, WORK TO BE PERFORMED. The parties agree that the services to be performed are as follows:

*Contractor will provide landscape architectural design, and- drafting services, meeting preparation, presentation and participation, power point communication,*

*creation of visual displays, and cost estimations for Phase I of the Genoa Destination Economic Vitality Project as more fully described in Exhibit A and Exhibit B attached and incorporated-Proposals by Sandra Wendel dated September 9, 2010 and February 3, 2011.*

C. Page 1, Paragraph 3, PAYMENT OF SERVICES: "Contractor agrees to perform the work set forth in paragraph two (2) at a cost not to exceed ~~\$7,640~~ \$13,100. Detailed charges are set forth in Exhibits A and B. The Agency shall make payments each month during the contract period, based on the Contractor providing an invoice by the 10<sup>th</sup> of each month.

D. Page 2, Paragraph 5, INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Agency to make any payment under this contract, to provide the Agency with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS §616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Sandra Wendel & Associates has entered into a contract with Douglas County Redevelopment Agency to perform work from September 22, 2010 to March 31, 2011 September 30, 2011, and requests that the authorized insurer provide to Douglas Agency 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. . . .

E. *This First Amendment and the Contract approved on October 7, 2010, together, constitute the entire Contract between the parties and may only be modified by a written amendment signed by the Parties.*

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

Sandra Wendel 2/17/11  
Contractor (Date)  
Sandra Wendel on behalf of:  
Sandra Wendel & Associates

T. Michael Brown 2/18/11  
T. Michael Brown, County Manager (Date)  
Douglas County Redevelopment Agency  
Douglas County



**Sandra Wendel  
& Associates**  
Landscape Architecture

1624 10th Street, Suite 3  
Minden, NV 89423

Phone: 775-782-8942  
Fax: 775-782-8943  
E-mail: sandra@swlsa.com  
NV #301 and CA #2806

Dave M. Whitgob  
P.O. Box 1058  
Genoa, NV. 89411

February 3, 2011

RE: Request for **Addendum** to the Contract for Landscape Architectural Services for Phase I of the Genoa Economic Vitality Plan: **Additional Meetings and Presentation Documents**

Dear Dave:

Per recent discussion, attached is a proposal for fees to cover additional work that has been requested for this project and which was not included in our original scope. This has been necessitated by the fact the the scope is evolving and our hours to date have exceeded the original agreement.

**Additional Work**

**1. Meeting Participation, including**

- a. Meeting in Genoa for February 15, 2011.
- b. Meeting in Genoa for February 17, 2011.
- c. Meeting for the Genoa Board scheduled March 1, 2011.
- d. Meeting for the County Commissioners March 3, 2011.

**2. Cost Estimating, including**

- a. Best 'estimate' for design and construction.
- b. Meeting with Tim Russell for estimate confirmation.
- c. Logical breakdown for phasing purposes.

**3. Prepare additional Visual Displays, as required for February meetings.**

**4. Prepare Power Point Communication for Genoa Board and County Commissioner meetings.**

**5. Contingency: Meetings and Preparation that may be incurred as a result of feedback from currently scheduled meetings.**

**Exclusions and Additional Expenses**

As per the Original Agreement.

**Additional Hours & Fees**

Principal, Landscape Architect	\$100/hour (24 hours estimated)
Associate, Drafting	\$60/hour (50 hours estimated)

Additional Fee Request not to exceed: \$5400

Billing is on an hourly basis and unused fees will not be billed.

Please let us know your decision.

Sincerely,  
Sandra Wendel

COPY

**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: May 8, 2011  
Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By: [Signature] Deputy