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OFFICIAL RECORDS

Requested By:
DC/COMMUNITY SERVICES

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 4 Fee: \$ 0.00

Bk: 0513 Pg: 1067



Deputy sd

Assessor's Parcel Number: N/A

Date: MAY 6, 2013

Recording Requested By:

Name: SCOTT MORGAN/COMMUNITY SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

INTERLOCAL AGREEMENT AMENDMENT #2013.076

(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 : 0513
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5/6/2013

FILED

40. 2013-076

Amendment No. 1 to
Interlocal Agreement No. P279-12-015 (formerly NM279-12-015)

2013 MAY -6 AM 10:36

This Amendment is made and entered into this 23rd day of April, 2013, by ~~and~~ ^{TED THUAN} ~~and~~ ^{DEPUTY} between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the DEPARTMENT, the Tahoe Transportation District, a governmental agency, hereinafter called the TTD, and Douglas County, Nevada, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, on September 14th, 2012, the Parties entered into Agreement No. NM279-12-015 (the "Agreement") to construct a new paved, shared-use bike path, which would include retaining walls, interpretive kiosks, associated grading, rock fracturing, tree removal, and construction of drainage improvements; and

WHEREAS, the DEPARTMENT requires additional assistance from TTD with Project Management duties during construction, performing or having consultants perform post construction Weed Monitoring including the potential for additional seed treatment on the slopes, as well as other post construction requirements identified by the US Forest Service Special Use Permit estimated to require an increase in the amount to be paid to the TTD by Seventy-Five Thousand and No/100 Dollars (\$75,000.00); and

WHEREAS, additional time is required to complete the construction, the parties desire to extend the termination date to December 31, 2015; and

WHEREAS, the Parties desire that the lump sum payment method will be used; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. NM279-12-015.

NOW, THEREFORE, the Parties agree as follows:

- A. The termination date referenced in Article IV – IT IS MUTUALLY AGREED, Paragraph 1, shall be changed from December 31, 2013, to December 31, 2015.
- B. The Agreement number shall be amended from NM279-12-015 to P279-12-015.
- C. Article I, Paragraph 2, is amended by deleting it in its entirety and inserting in its place, "The DEPARTMENT will act as the project manager on behalf of the COUNTY for the construction of the PROJECT as identified in Article IV, Paragraph 6, and to engage and to enter into contracts with necessary, qualified, and competent consultant(s), contractor(s), and other third-parties necessary to complete construction of the project using the funding sources identified in Article III, Paragraph 1, and any other funding sources that may hereinafter become available."
- D. Article II, Paragraph 2, is amended by deleting it in its entirety and inserting in its place, "To continue to assist the DEPARTMENT with project management duties during construction, continue to perform, or have performed by consultants, the Weed Monitoring Plan, Recreational Monitoring Plan, any Interpretive Panel design and fabrication required, and other post construction requirements identified by the US Forest Service in the Special Use Permit. All federal regulations must be followed for procurement of consultant. The DEPARTMENT is to be billed monthly. Invoices must be on TTD letterhead with auditable back up documentation."
- E. Article II, Paragraph 6, is amended by deleting it in its entirety and inserting in its place, "The DEPARTMENT has final approval authority on all change orders."

- F. Article III, Paragraph 1, is amended by deleting it in its entirety and inserting in its place, "To fund the construction phase of the PROJECT, estimated to be within the contract cost range of Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) and not to exceed Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) with seventeen percent (17%) State funds and eighty-three percent (83%) Federal Funds."
- G. Article III, Paragraph 10, is amended by deleting it in its entirety.
- H. Article III, is amended by adding Paragraph 10, "The DEPARTMENT will work closely with the TTD on these requirements in the pre-construction through post construction phases of the PROJECT. The DEPARTMENT agrees to reimburse TTD up to Seventy-Five Thousand and No/100 Dollars (\$75,000.00) for construction project management and post construction activities including, but not limited to consultant costs of the Weed Monitoring Plan and Recreational Monitoring Plan."
- I. The Agreement is amended by adding Article V – Cost, which will include the following:

ARTICLE V – COST

- 1. "The lump sum" method of compensation shall be used for the SERVICE PROVIDER's services.
 - 2. The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of Seventy-Five Thousand and No/100 Dollars (\$75,000.00).
 - 3. The cost of the work to be performed under this Agreement will be paid for by the DEPARTMENT monthly and upon acceptance of the work.
 - 4. No additional costs shall be allowed to the SERVICE PROVIDER for assistance by, or services of others, except by express permission in writing by the DEPARTMENT.
 - 5. The DEPARTMENT shall pay the SERVICE PROVIDER in installments, based upon monthly progress reports showing the status of the professional services and the degree of completion. The DEPARTMENT, at its discretion, may by written notification waive this limitation.
- J. All of the other provisions of Agreement No. NM279-12-015 dated September 14, 2012, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

Tahoe Transportation District

STATE OF NEVADA, acting by and through its
DEPARTMENT OF TRANSPORTATION

Carl Hasty
Carl Hasty, District Manager

[Signature]
Director

Approved as to Form:

Approved as to Legality & Form:

[Signature]

[Signature] 4-22-13
Deputy Attorney General

Douglas County

[Signature]
Greg Lynn Chairman
Board of County Commissioners

ATTEST:

[Signature]
Ted Thran, County Clerk

BY: N/A
CLERK TO THE BOARD

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 6, 2013
[Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, and for the County of Douglas.

By [Signature] Deputy