

Assessor's Parcel Number: N/A

Date: DECEMBER 22, 2015

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

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

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

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

INTERLOCAL CONTRACT AMENDMENT #2015.256

(Title of Document)

FILED

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2015 DEC 22 AM 10:44

DOUGLAS COUNTY  
CLERK

*[Signature]*  
DEPUTY

FIRST AMENDMENT

INTERLOCAL CONTRACT

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

THE NEVADA TAHOE CONSERVATION DISTRICT

This Interlocal Contract ("Contract") is made by and between Douglas County (the "County"), a political subdivision of the State of Nevada, and the Nevada Tahoe Conservation District (the "NTCD"), a political subdivision of the State of Nevada and organized under the provisions of N.R.S. Chapter 318.

RECITALS

WHEREAS, the parties are public agencies pursuant to N.R.S. 277.100 and N.R.S. 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, each party is authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

WHEREAS, the County and the NTCD will be able to provide more effective and efficient services by entering into the Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **EFFECTIVE DATE OF CONTRACT AND TERM.** The term of the Contract shall commence upon approval of the Contract by the governing boards of both parties and will expire December 31, 2016, unless terminated in accordance with Paragraph 4 of the Contract.
2. **Services Provided.** The services to be provided by NTCD include project management, engineering, and construction oversight for the Cave Rock Estates General Improvement District (GID) Stormwater System Retrofit Project, Phase

2. The services are described in detail in Attachment A, Scope of Work, which is attached to this contract and made a part thereof.
3. **PAYMENT FOR SERVICES.** The payment for services will not exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) and is further detailed in Attachment "A" Scope of Work. Payment shall be made within fifteen working days of receipt of invoice.
4. **TERMINATION OF CONTRACT.** Either party may revoke the Contract without cause, provided only that a revocation shall not be effective until 30 days after the terminating party has served written notice upon the other party. The notice of termination may provide for the termination of all or only some of the services provided by NTCD to the County. All monies due and owing up to the point of termination shall be paid by Douglas County.
5. **CONFORMITY WITH COUNTY POLICIES.** The NTCD will perform the work as set forth in Section 2 in conformity with applicable County Community Development policies.
6. **CONSTRUCTION OF CONTRACT.** The Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding the Contract shall be resolved by binding arbitration, with an arbiter to be selected from a list of senior judges maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share of the expenses charged by the senior judge and any other related court fees. Each party is responsible for their own attorney's fees. There shall be no presumption for or against the drafter in interpreting or enforcing the Contract.
7. **COMPLIANCE WITH APPLICABLE LAWS.** NTCD shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract.
8. **INDEMNIFICATION.** Each party agrees to indemnify and hold the other party harmless to the fullest extent allowed by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, from and against any liability relating to or arising from the performance of the Contract proximately caused by any act or omission of its own officers, agents, or employees.
9. **SEVERABILITY.** The illegality or invalidity of any provision or portion of this contract shall not affect the validity of the remainder of the contract.
10. **NON-APPROPRIATION OF FUNDS.** All payments and services provided under this contract are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate.
11. **ASSIGNMENT.** The parties will not assign or transfer any of the rights, obligations or duties conferred pursuant to the terms of this contract.

12. **ENTIRE CONTRACT.** The Contract constitutes the full and final contract between the parties and shall not be modified except in writing and signed by both parties.
13. **NOTICE.** All written notices under the Contract shall be mailed or hand delivered to the following officials at the addresses stated below:

County Manager  
Douglas County, State of Nevada  
Post Office Box 218  
Minden, Nevada 89423

District Manager  
Nevada Tahoe Conservation District  
P.O. Box 915  
Zephyr Cove, NV 89448

*IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Contract between Douglas County and the Nevada Tahoe Conservation District to be executed.*

On behalf of and with authority to sign for  
Douglas County:

On behalf of and with authority to sign for  
Nevada Tahoe Conservation District:

By: James R. Nichols  
James R. Nichols, County Manager (Date)

By: Glen Smith 12-10-15  
Glen Smith, Chair (Date)



**ATTACHMENT A  
SCOPE OF WORK  
NEVADA TAHOE CONSERVATION DISTRICT  
CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT, PHASE 2**

The project consists of additional retrofits the Cave Rock Estates GID Stormwater System to capture additional water and more effectively treat fine sediment particles (FSP), Nitrogen (N), and Phosphorus (P). Specifically this work includes the addition of a drainage inlet at the hairpin turn on Cave Rock Drive and the necessary paving improvements to achieve drainage in that area. The following tasks will be accomplished:

**Task 1: Design and Permitting:** This task includes the production of concept level, 90 percent, and 100 percent design plans and the generation of a design memo. Permitting work is expected to be minimal as work will be completed under existing permits. Douglas County will only be contributing to the design costs associated with the drainage improvements at the hairpin turn on Cave Rock Drive. Engineers have estimated that 80 percent of the design work is in this location.

**Deliverables:** Conceptual plans, DRAFT and FINAL plans and specifications, design memo, and an updated maintenance plan.

**Task 2: Bidding and Contractor Selection:** This includes initiating the bid process and awarding the bid. The cost of this is not task specific and therefore Douglas County will pay up to 30 percent of the total estimated cost for this task.

**Deliverables:** Auditable bid process and contract with contractor to perform desired work

**Task 3: Construction and Construction Oversight:** This task describes the work necessary to carry the project forward through construction and includes surveying, construction, and construction oversight. It is expected that at least 60 percent of the construction time will be spent on the drainage improvements at the hairpin turn on Cave Rock Drive.

**Deliverables:** More effective stormwater capture that protects the Lake from excessive FSP and reduces nutrient discharge.

The budget for completing this project is summarized in Table 1 below.

**Table 1: Costs per task and funder for Phase 2 of the Cave Rock Retrofit. The table also shows the remaining budget from the original Retrofit project.**

Task No.	Task (Sub-Task)	Total Cost	Funder		
			USFS	Douglas County	Cave Rock GID
1	Design (Drainage Improvements)	\$5,200.00	\$2,360.00	\$1,800.00	\$1,040.00
	Design (Revegetation)	\$100.00	\$50.00	\$30.00	\$20.00
	Design (Curb and Gutter)	\$1,200.00	\$0.00	\$0.00	\$1,200.00
	Permitting	\$130.00	\$65.00	\$39.00	\$26.00
2	Bidding	\$1,000.00	\$350.00	\$400.00	\$250.00
3	Surveying/Staking	\$1,000.00	\$400.00	\$400.00	\$200.00
	Construction Oversight	\$2,000.00	\$900.00	\$700.00	\$400.00
	Construction	\$25,616.25	\$12,808.13	\$7,684.88	\$5,123.25
<b>Total</b>		<b>\$36,246.25</b>	<b>\$16,933.13</b>	<b>\$11,053.88</b>	<b>\$8,259.25</b>
Total Budget as of April 2015		\$55,516.12	\$26,580.96	\$17,987.01	\$10,948.15
Expected Match Percentage at End of Project		100%	49.99%	29.50%	20.50%
Money returned to Funders		\$19,269.87	\$9,647.84	\$6,933.14	\$2,688.90

**Bid Alternate**

3	Curb and Gutter	\$10,560.00	\$5,280.00	\$0.00	\$5,280.00
Money returned to Funders		\$8,709.87	\$4,367.84	\$6,933.14	(\$2,591.10)

\*Costs above include indirect costs such administrative staff, office rental and utilities, shared office equipment and services, board of supervisors, fundraising and marketing, grant management, liability insurance, and staff training. The rate is negotiated and approved every year by the United States Department of the Interior.

The 90% Engineer's Opinion of Probable Costs and Douglas County's portion is shown in Table 2.

**Table 2: 90% Engineer's Estimate for Phase 2 of the Cave Rock Estates GID Retrofit Project.**  
 Additionally, Douglas County costs are broken out. Actual costs may vary based on bids.

Bid Item No.	Description	Unit	Unit Cost	Quantity	Total	DC Total
1	Mobilization/Demobilization	LS	10%	1	\$2,025.00	\$607.50
2	Temporary Erosion Control	LS	3%	1	\$607.50	\$182.25
3	Traffic Control	LS	2%	1	\$405.00	\$121.50
<b>DI RETROFIT</b>						
4	Install Double DI (unit cost includes potholing)	LS	\$9,000.00	1	\$9,000.00	\$2,700.00
5	Install 18" HDPE and Connect to Existing Manhole	LF	\$250.00	5	\$1,250.00	\$375.00
6	Asphalt Overlay	SF	\$5.00	1,400	\$7,000.00	\$2,100.00
<b>SPOT REVEGETATION</b>						
7	Revegetation	LS	\$2,100.00	1	\$2,100.00	\$630.00
8	Aeration	LS	\$900.00	1	\$900.00	\$270.00
<b>CONSTRUCTION SUBTOTAL</b>					\$23,287.50	\$6,986.25
<b>Contingency</b>			LS	10%	\$2,328.75	\$698.63
<b>TOTAL</b>					<b>\$25,616.25</b>	<b>\$7,684.88</b>
<b>Bid Alternate Items</b>						
Bid Item No.	Description	Unit	Unit Cost	Quantity	Total	DC Total
<b>REPAIR CURB AND GUTTER</b>						
9	Install PCC Rolled C&G	LF	\$ 60.00	160	\$ 9,600.00	\$0.00
<b>CONSTRUCTION SUBTOTAL</b>					\$9,600.00	\$0.00
<b>Contingency</b>			LS	10%	\$960.00	\$0.00
<b>TOTAL</b>					<b>\$10,560.00</b>	<b>\$0.00</b>

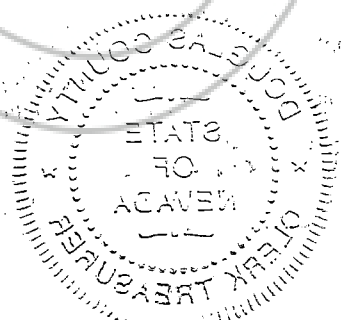
Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20th day of June, 2015  
 [Signature] Deputy



COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

22<sup>nd</sup> day of April 2015  
By [Signature] Deputy

