

Assessor's Parcel Number: N/A

Date: MAY 3, 2018

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS
(RR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00072842201809137700050052

KAREN ELLISON, RECORDER

AMENDED CONTRACT #2018.071

(Title of Document)

FILED

2018.07)

2018 MAY -3 AM 11:10

CONTRACT AMENDMENT NO. 001

OCTOBER 6, 2016 CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

between

DOUGLAS COUNTY, NEVADA

and

DINTER ENGINEERING COMPANY

DOUGLAS COUNTY
CLERK
BY [Signature]

This Contract Amendment No. 001 (“Amendment”) is entered into by and between Douglas County, Nevada, a political subdivision of the State of Nevada, through the Interim Director of Public Works, as authorized by the Board of County Commissioners (“the County”) and Dinter Engineering Company, a Nevada Corporation (the “Contractor”). The County and Contractor are at times collectively referred to hereinafter as the “Parties” or individually as a “Party.”

WHEREAS, on October 6, 2016, the County, and Contractor, entered into a contract for engineering design and construction administration services for the Judicial and Law Enforcement Center New Generator, in an amount not to exceed \$62,700.00 (“Contract”); and

WHEREAS, in approving the Contract on October 6, 2016, the Douglas County Board of County Commissioners authorized the Director of Public Works to approve contract amendments up to 10% of the contract amount; and

WHEREAS, the Parties desire to modify the Contract in order to have Contractor provide additional work; specifically to provide additional site inspections during construction, to address site conditions, observe construction, and ensure the construction is in conformance with the design (the “Additional Work”); and

WHEREAS, the Parties agree that Contractor shall perform the Additional Work on a time and material basis for a total cost not to exceed six thousand dollars (\$6,000.00) as consideration for the Additional Work (See Exhibit A).

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

1. **Definitions:** Unless otherwise specifically set forth herein, the words and phrases contained in this Amendment shall have the meanings ascribed to them in the October 6, 2016 Contract.
2. **Extended Term:** The Term of the Contract shall be extended from September 01, 2017 until May 31, 2018 (“Extended Term”).
3. **Insurance:** Contractor agrees that it will maintain insurance as required by Paragraph 3 of the Contract throughout the Extended Term. Contractor further agrees to make the following written request to Contractor’s insurer:

Dinter Engineering Company has entered into a Contract Amendment with Douglas County to perform Additional Work through May 31, 2018 and requests

that an authorized insurer provide to Douglas County: (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.

The Certificate and notice should be mailed to:

Douglas County
Public Works Department
Post Office Box 218
Minden, Nevada 89423

4. Services to be Performed: The Parties agree that the Services to Be Performed by Contractor shall be modified to include the Additional Work set forth in the Recitals, above, and as more specifically defined in Exhibit A, which is attached and incorporated herein by reference.
5. Payment for Services: The Contract Price of \$62,700 shall be increased by Six Thousand Dollars (\$6,000), for a total not to exceed Sixty-Eight Thousand and Seven Hundred Dollars (\$68,700) ("Amended Contract Price"), subject to the requirements set forth in the Contract.
 - o Contractor agrees that the Amended Contract Price is sufficient compensation to cover all additional time and materials to complete the additional work and that no other compensation shall be due by the County to the Contractor for the Additional Work.
6. Effective Date of Amendment: This Amendment shall become effective on the date it is last executed by all parties.
7. All other terms and conditions of the original Contract remain unchanged and in full effect.

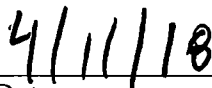
Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such natural person, and to each other such legal entity, that he or she is duly authorized and has the legal power and authority to sign this instrument.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through Ronald J. Roman, Interim Public Works Director, and the Contractor, Dinter Engineering Company, by and through Kevin Melrose, Senior Project Manager, on the respective dates indicated below.

DINTER ENGINEERING COMPANY



Kevin Melrose, Senior Project Manager

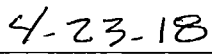


Date

DOUGLAS COUNTY



Ronald J. Roman
Interim Public Works Director – Douglas County, NV



Date



March 6, 2018

Exhibit A

Douglas County
1120 Airport Road, F2
P.O. Box 218
Minden, NV 89423

Attn: Ron Roman
Engineering Manager
Douglas County Public Works

Re: New Generator-JLEC
Electrical Engineering Proposal
Amendment 1

Dear Ron,

As you and I discussed we have exceeded our preliminary budget primarily due to making extra trips during construction. Dinter Engineering provided these extra services up to now in good faith, to assure the project was moving along and facilitate any construction issues as required.

Additional review and coordination was performed to resolve unforeseen construction problems such as not being able to implement original design due to extended shut down times and Generator manufacturing issues such as coordination and rectifying incorrect conduit Rough-in for generator. We allotted only 5 trips for the project and by the time we wrap up and do final inspections, we will be pushing the 15 trip mark.

It is imperative for us to observe the final construction to protect our design and make sure the project meets the intended specification. We are requesting an amendment for \$6000 to see the remainder of the project to completion, see breakdown as follows:

Proposed Fee

10 extra trips plus mileage = \$4000

Extra services during construction = \$2000

Proposed Fee

A manpower labor cost estimate Spreadsheet is available on request, the summary is:

Total Extra Design Services

\$6000 (Time & Materials, NTE)

Reno

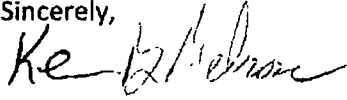
185 Gentry Way
Reno NV 89502
775 779 1000
775 687 4663
www.dinter.com

Coeur d'Alene

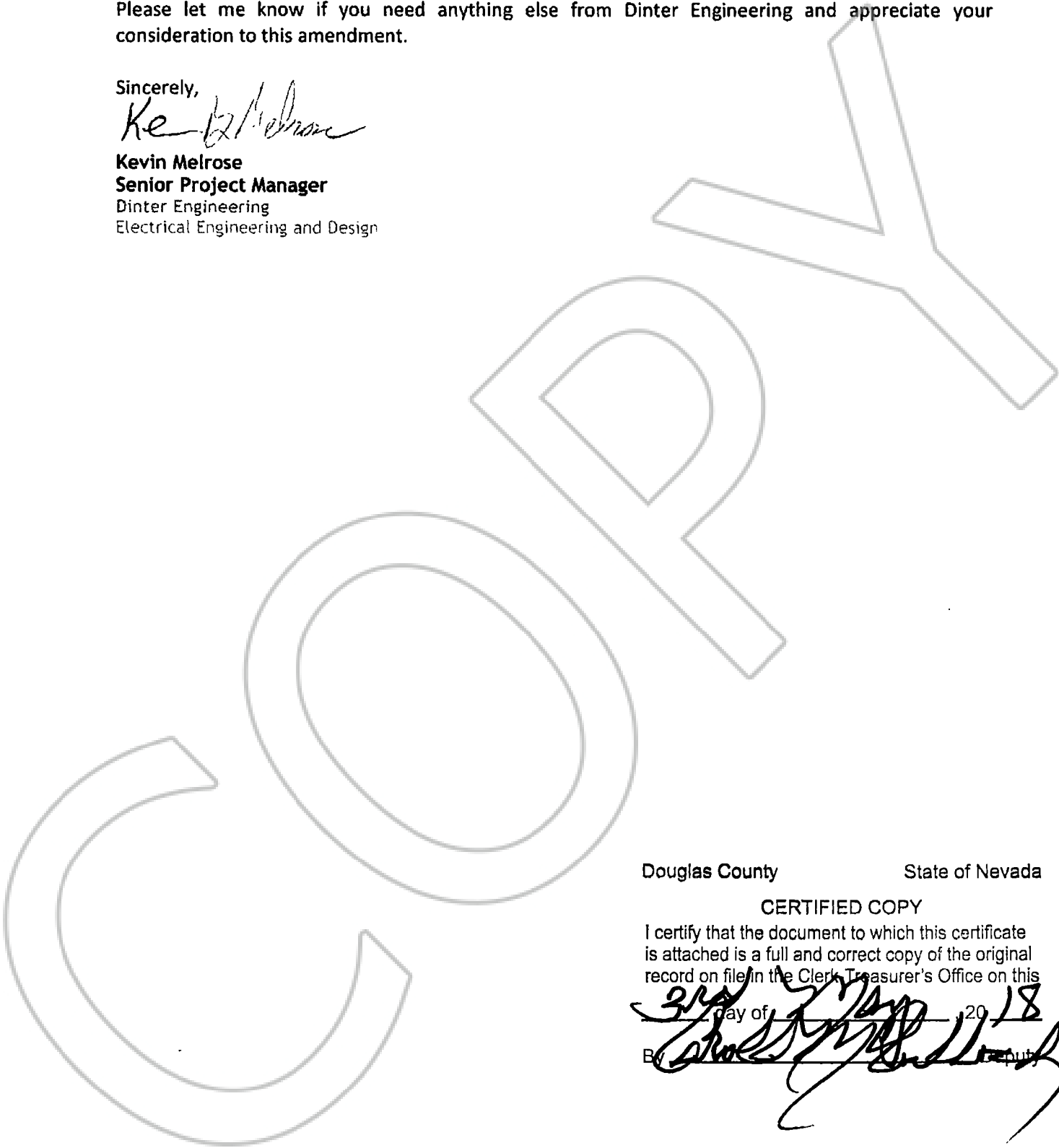
17502 W. Lakes Dr
Mullaney, ID 83855
(208) 457 2538

Please let me know if you need anything else from Dinter Engineering and appreciate your consideration to this amendment.

Sincerely,



Kevin Melrose
Senior Project Manager
Dinter Engineering
Electrical Engineering and Design



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

3rd day of July, 2018
By [Signature] Clerk-Treasurer