

Assessor's Parcel Number: N/A

Date: MAY 4, 2018

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS
 (RR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ _____



00072990201809138900100101

KAREN ELLISON, RECORDER

CHANGE ORDER NO. 2 (#2018.079)

(Title of Document)

FILED

2018-079

Change Order No. 2

2018 MAY -4 AM 11:18

Date of Issuance: March 23, 2018

Effective Date: March 23, 2018

DOUGLAS COUNTY

Table with project details: Project: NV WWTP Effluent Storage Reservoir Repair, Owner: Douglas County Public Works, Owner's Contract No.: 2017-100, Contract: NVWWTP Effluent Storage Reservoir Repair Project, Date of Contract: July 6, 2017, Contractor: Walter M. Lee dba Z7 Development, Engineer's Project No.: 2017-100

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Delete Bid Items 10, 11, and 12; subject to the terms set forth in Exhibit A hereto. This will reduce the total contract price by \$162,000.00. ALSO, reconcile Contract Price such that the quantities and payments for Bid Items 1-9 and Change Order No. 1 with the Spreadsheet attached to the fully executed Application for Payment No. 2, as further described in Exhibits A & B, this will reduce the contract price by \$19,346.80.

Attachments (list documents supporting change):

Exhibit A & Exhibit B

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 399,950.00

[Increase] [Decrease] from previously approved Change Orders No. 01 to No. 01

\$ 23,000.00

Contract Price prior to this Change Order:

\$ 422,950.00

[Increase] [Decrease] of this Change Order:

\$ 181,346.80

Contract Price incorporating this Change Order:

\$ 241,603.20

Original Contract Times: Working days Calendar days

Substantial completion (days or date): December 6, 2017

Ready for final payment (days or date): December 31, 2017

[Increase] [Decrease] from previously approved Change Orders No. 01 to No. 01

Substantial completion (days): 36 calendar days

Ready for final payment (days): 36 calendar days

Contract Times prior to this Change Order:

Substantial completion (days or date): January 11, 2018

Ready for final payment (days or date): February 5, 2018

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): January 11, 2018

Ready for final payment (days or date): February 5, 2018

RECOMMENDED:

By: Engineer (Authorized Signature)

Date: Approved by DEQ (if applicable):

ACCEPTED:

By: Owner (Authorized Signature)

Date: 3/23/18

ACCEPTED:

By: Contractor (Authorized Signature)

Date:

Date:

Change Order

No. 2

Date of Issuance: March 23, 2018 Effective Date: March 23, 2018

Project: NV WWTP Effluent Storage Reservoir Repair	Owner: Douglas County Public Works	Owner's Contract No.: 2017-100
Contract: NVWWTP Effluent Storage Reservoir Repair Project	Date of Contract: July 6, 2017	
Contractor: Walter M. Lee dba Z7 Development	Engineer's Project No.: 2017-100	

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Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): January 11, 2018

Ready for final payment (days or date): February 5, 2018

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 4/11/18
Approved by DEQ (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: Walter M. Lee
Contractor (Authorized Signature)

Date: 3-23-2018

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Exhibit A

To Change Order No. 2

This Change Order No. 02 and associated Exhibit A is an agreement by and between Douglas County, a political subdivision of the State of Nevada (“Owner”) and Walter M. Lee dba Z7 Development (“Contractor”). Owner and Contractor may, at times, be referred to herein collectively as the “Parties” or individually as the “Party.”

The Parties enter into this agreement with reference to the following recitals:

- A. Owner and Contractor entered into an Agreement Between Owner and Contractor for a Construction Contract with a Stipulated Price (“Agreement”) with an effective date of July 6, 2017.
- B. The Agreement was modified by Change Order No. 01, which had an Effective Date of December 28, 2017.
- C. The Parties agree that Owner has paid to contractor \$29,450.00 pursuant to the fully executed Contractor’s Application for Payment No. 1; and that Owner has paid to Contractor \$185,823.04 pursuant to the fully executed Contractor’s Application for Payment No. 2; for a total payment of Two Hundred and Fifteen Thousand and Two Hundred and Seventy-Three Dollars and Four Cents (\$215,273.04).
- D. In addition to the amount identified in Paragraph C, above, the Parties agree that Owner is currently holding a Retainage, pursuant to Article 6 of the Agreement, in the amount of Eleven Thousand, Three Hundred and Thirty Dollars and Sixteen Cents (\$11,330.16).
- E. The Parties agree that a dispute arose between the parties regarding the interpretation of the Contract Documents, specifically related to the interpretation of Bid Items 10-12 and payment for Bid Item 3; and that Contractor made a Claim related to Bid Items 10-12, and ultimately submitted a demand for Mediation in accordance with the Contract Documents. The Parties are currently scheduled to attend a Mediation on March 28, 2018.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing recitals, the Owner and Contractor hereby agree as follows:

1. Definitions: Unless specifically stated otherwise, the terms herein have the meanings ascribed to them in the July 6, 2017 Agreement Between Owner and Contractor for a Construction Contract with a Stipulated Price, and as ascribed to them in the Contract Documents identified in Article 9 of the July 6, 2017 Agreement.
2. Bid Items 10-12: Bid Items 10, 11, and 12 shall be deleted from the Project in their entirety. Contractor will perform no Work on Bid Items 10, 11, and/or 12; and Owner will make no payments to Contractor for Bid Items 10, 11, and/or 12.
3. Bid Items 1-9 & Change Order No. 01: The Parties agree that the quantities and values for bid items 1-9 and Change Order No. 01 shall conform to the quantities set forth on page 3 of 7 of the Engineer’s completed Contractor Pay Application #2, which is attached as Exhibit B. Specifically, the total payment (including any retainage) for Bid Items 1-9

- and Change Order No. 1 is represented in Column D of Exhibit B: Two Hundred and Twenty-Six Thousand, Six Hundred and Three Dollars and Twenty Cents (\$226,603.20).
4. Payment for Bid Items 1-9 & Change Order No. 01: Except as specifically set forth herein, Owner's payment of Two Hundred and Fifteen Thousand and Two Hundred and Seventy-Three Dollars and Four Cents (\$215,273.04) to Contractor, plus the retainage of Eleven Thousand, Three Hundred and Thirty Dollars and Sixteen Cents (\$11,330.16), shall constitute full and complete compensation for all Work performed by Contractor pursuant to the Agreement, for Bid Items 1-9 and including Change Order No. 1.
 - a. Contractor expressly agrees that the Engineer's recommendation for payment of Bid Items 1-9 and Change Order No. 1 is fair and accurate, and Contractor agrees that no further payment is due for the Work performed to complete Bid Items 1-9 and Change Order No. 1.
 5. Work Associated with Bid Items 1-9 and Change Order No. 1: Except as specifically set forth herein, the parties agree that Contractor has completed all Work associated with Bid Items 1-9 and Change Order No. 1.
 - a. The Parties agree that Contractor has not yet provided field test reports as required by Section 1.5.D.3 of "Section 02770" of the Contract Documents, which contains the Technical Specifications of the Geomembrane; or to the extent Contractor has sent the reports, they have not been received by Owner. Contractor shall provide acceptable field test reports as required by the aforementioned Contract Document, prior to Contractor requesting Final Payment.
 6. Final Payment: Contractor shall comply with the requirements of Section 14.07 of the General Conditions of the Construction Contract in Contractor's application for Final Payment. This compliance shall include Contractor's delivery to Owner of the acceptable field test reports described in Paragraph 4(a), above. The final pay application shall request payment for the Lump Sum of Fifteen Thousand Dollars (\$15,000.000) pursuant to Bid Item No. 13, and payment of the Retainage of Eleven Thousand, Three Hundred and Thirty Dollars and Sixteen Cents (\$11,330.16) for a total final payment of Twenty-Six Thousand, Three Hundred and Thirty Dollars and Sixteen Cents (\$26,330.16).
 - a. Upon Owner's payment to Contractor of \$26,330.16, Owner shall have no further obligation to make any payments whatsoever to Contractor for the completion of Work in accordance with the Contract Documents as amended by Change Order No. 1 and this Change Order No. 2; and the Parties expressly agree that all Claims pending against Owner or Contractor at the time this document is executed have been settled by this Change Order and accompanying exhibits.
 7. Liquidated Damages: Contractor shall be released from the obligation to pay liquidated Damages identified in Article 4 (Section 4.03) of the Agreement.
 8. Scheduled Mediation: The Parties shall cancel the scheduled Mediation by no later than March 23, 2018. Each party shall bear its own attorney's fees.
 9. Authority: The Parties represent and warrant that they have the authority to execute this Change Order and associated Exhibit A.

10. Third Parties: Nothing contained in Change Order No. 2 or this Exhibit A is intended to convey any rights or to create any contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Walter M. Lee dba Z7 Development

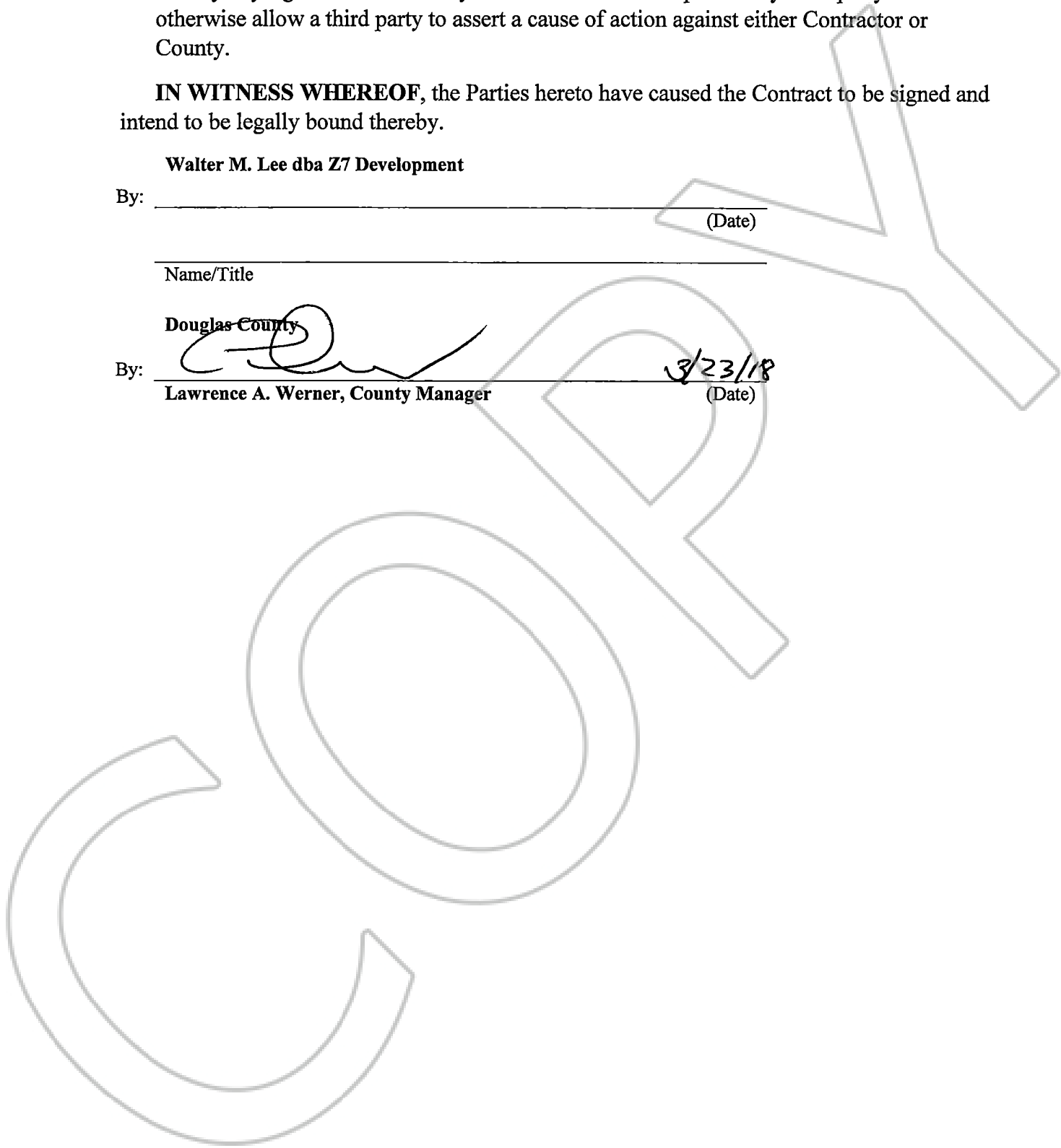
By: _____ (Date)

Name/Title

Douglas County

By:  _____ (Date) 3/23/18

Lawrence A. Werner, County Manager



10. Third Parties: Nothing contained in Change Order No. 2 or this Exhibit A is intended to convey any rights or to create any contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Walter M. Lee dba Z7 Development

By: Walter M. Lee 3-23-2018
(Date)

OWNER
Name/Title

Douglas County

By: Lawrence A. Werner, County Manager (Date)



Exhibit B

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Beween Douglas County, NV and Walter M. Lee dba Z7 Development		Application Number: 2							
Application Period: 43110		Application Date: 1/30/2018									
A		B		C		D		E		F	
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (Vol in C)	Total Completed and Stored to Date (D - E)	% (F/B)	Balance to Finish (B - F)	
		Item Quantity	Units	Unit Price							Total Value of Item (\$)
1	Mobilization/Demobilization/General Conditions	1	LS	\$11,000.00	\$11,000.00		\$11,000.00	100.0%			
2	60 mm HDPE Liner	55000	SF	\$1.38	\$75,900.00	55890	\$77,128.20	101.6%	-\$1,228.20		
3	Compact and Grade Gravel Access Road	380	CY	\$75.00	\$31,000.00	80	\$6,000.00	28.6%	\$15,000.00		
4	Embankment Grading and Compaction	2000	CY	\$20.00	\$40,000.00	2000	\$40,000.00	100.0%			
5	Embankment Fill	10	CY	\$500.00	\$5,000.00				\$5,000.00		
6	Ballast Tube Strap Repair	350	EA	\$25.00	\$8,750.00	223	\$5,575.00	63.7%	\$3,175.00		
7	Articulated Block Revement - Replace Ballast Tubes	2250	SF	\$24.00	\$54,000.00	2250	\$54,000.00	100.0%			
8	New HDPE Ladder	2	EA	\$4,000.00	\$4,000.00	2	\$4,000.00	100.0%			
9	Repair Existing HDPE Ladder	11	EA	\$300.00	\$3,300.00	3	\$900.00	27.3%	\$2,400.00		
10	Floating Baffle Wall	1	LS	\$67,000.00	\$67,000.00				\$67,000.00		
11	Baffle Wall Anchorage Design and Construction	1	LS	\$60,000.00	\$60,000.00				\$60,000.00		
12	Caisson and Cabling Supply and Installation	1	LS	\$35,000.00	\$35,000.00				\$35,000.00		
13	All Work Not Specifically Addressed in a Bid Item But Necessary For the Completion of Work	1	LS	\$15,000.00	\$15,000.00				\$15,000.00		
Change Order #1	Embankment Grading and Compaction Import Fill	560	CY	\$50.00	\$28,000.00	560	\$28,000.00	100.0%			
Totals					\$427,950.00		\$726,603.20	53.0%	\$201,346.80		

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

day of May, 2018

By [Signature] Deputy