

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada (“County”) and Poggemeyer Design Group (CM Works a Subsidiary of Kleinfelder (“Consultant”), collectively (the “Parties”).

WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the “NV Cares Improvement Project” (the “Project”); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit “A” Scope of Work (the “Services”); and

WHEREAS, Consultant represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be June 28, 2022

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than June 28, 2023, this agreement will be for one year with the option to extend for two one year options unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant agrees to perform and complete all Services identified in Exhibit A Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 6 herein. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by consultant prior to acceptance, and Consultant warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto. Further, Consultant must perform the Services in accordance with Federal Funding Certifications, Washoe Contract Provisions- Federal Funds, and all other applicable federal statutes, regulations, and executive orders.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work shall constitute a material breach of this Agreement, unless waived in writing by the County.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Consultant’s compensation shall be Lump Sum, in accordance with the Fee Schedule described in Exhibit A, which is attached hereto and

incorporated by reference as part of the Agreement and shall not exceed the sum of **\$238,084.00**. Consultant shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibit A. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the County or the Consultant. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, Consultants and sub-Consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If County requests Consultant to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

3.3 Methods and Times of Payment

Consultant shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within thirty (30) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Consultant. No penalty shall be imposed upon the County for payment(s) received by Consultant after forty-five days.

3.4 Dispute of Work

County shall notify Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from the County. If the County and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than June 28, 2023, this agreement will be for one year with the option to extend for two one year options. Consultant shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be

in a format suitable for submittal to other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from the County.

ARTICLE 5 – FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

ARTICLE 6 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided under similar circumstances and Consultant shall, at no cost to County, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in designs, drawings, specifications and reports. County reserves the right to inspect, comment on, and request revision of all Services performed by Consultant prior to acceptance, and Consultant warrants that Services shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services of re-performed Services in accordance with the foregoing standards shall constitute a material breach of this Agreement unless waived by the County. Review and approvals by County do not relieve Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and the County's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees or obligations are to be implied.

ARTICLE 7 - OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, including over any other Consultants', sub-contractors, or vendors' methods of determining prices, or over competitive bidding or market conditions, Consultant's cost estimates shall be made on the basis of qualification and experience.

Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 8 - INDEPENDENT CONSULTANT

Consultant is performing the services and duties required under this Agreement as an independent Consultant and not as an employee, agent, or partner of the County.

1. Consultant undertakes performance of the Services as an independent Consultant and shall be wholly responsible for the methods of performance.

2. Consultant may retain employees or other personnel to perform the services required by this Agreement. Such employees or other personnel will be the obligation of the Consultant. Consultant's employees or other personnel are not County employees.
3. Unless otherwise provided in Exhibit A, Consultant is responsible for all expenses without reimbursement.
4. Neither Consultant nor any personnel are employees of County and waive any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, health insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.
5. Consultant represents and warrants that if Consultant, or any employee of Consultant who will be performing services under this Agreement, is a current employee of the County or was employed by the County within the preceding 24 months, Consultant has disclosed the identity of such persons, and the services that each such person will perform.
6. County and Consultant agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right of the Consultant to engage in any other consulting agreement, service contract, business venture or other activity.

ARTICLE 9 - PERMITS AND LICENSES

Consultant shall maintain active and in good standing all necessary permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A10 Scope of Services.

ARTICLE 10 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Consultant and is necessary to complete the Project. County shall assist Consultant in obtaining access to public and private lands so Consultant can perform the Services. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Consultant.

ARTICLE 11 – PUBLIC RECORDS

Public Records. Pursuant to NRS 239.010, information or documents received from Consultant may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law. Consultant may label specific parts of an individual document as “trade secret” or “confidential” in accordance with NRS, provided that Consultant thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of records.

ARTICLE 12 – INSPECTION AND AUDIT

11.1 Books and Records.

Consultant agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully

disclose to the County, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

11.2 Inspection and Audit.

Consultant agrees that the relevant books, records, including, without limitation, relevant accounting procedures and practices of Consultant or its sub-contractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Consultant for such records may be found with or without notice by the County or its representatives. With regard to any federal funding, any relevant federal agency or any of their authorized representatives may inspect or audit as set forth in this Agreement. All subcontracts shall reflect requirements of this section.

11.3 Period of Retention.

All books, records, reports, and statements relevant to this Agreement must be retained a minimum of 5 years, as this project is Federally funded. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of this Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE 13 – REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability of legal exposure to Consultant; and County shall indemnify and hold harmless Consultant against all claims damages, losses and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

Copies of all documents, including reports, computer files, drawings, specifications, and computer software prepared by Consultant pursuant to this agreement will be provided to the County in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this project.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the County.

ARTICLE 14 - TERMINATION OR EXTENSION OF CONTRACT

14.1 Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Consultant shall use its best efforts to minimize the cost to the County and Consultant will not be paid for any cost that Consultant could have avoided.

14.2 Termination by Non-appropriation. The County may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the County's funding source is not appropriated or is withdrawn, limited, or impaired. The County will make reasonable efforts to ensure payment for services rendered by the Consultant. The Consultant shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

14.3 Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

a. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If Consultant becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

d. If the County materially breaches any material duty under this Agreement and any such breach impairs the Consultant's ability to perform; or

e. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

f. If it is found by the County that Consultant has failed to disclose any material conflict of interest relative to the performance of this Agreement.

14.4 Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in the notice section of this Agreement, and the subsequent failure of the breaching party within 15 calendar days of service of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach shall run concurrently, unless the notice expressly states otherwise.

14.5 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this section survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Consultant shall satisfactorily complete work in progress at the agreed rate, or a pro rata basis if necessary, if so requested by County;

c. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by the County;

d. Consultant shall preserve, protect and promptly deliver into County possession all proprietary information

e. Notwithstanding the above, Consultant shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Consultant, and the County may withhold any payments to the Consultant for the purposes of set-off until such time as the exact amount of damages due the County from the Consultant may be determined.

ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Consultant prior to the execution of this Agreement, was received by Consultant from a third-party source not under any obligation of confidentiality to the County or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 16 - NOTICE

Notices and other communications in connection with this Agreement shall be in writing and directed to the parties at the addresses stated in this Agreement. Email or facsimile shall be used to provide notice and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement.

To County:

To Consultant:

Dave Solaro, Director
Washoe County Community Services
1001 East 9th Street
Reno, NV 89512

David Alexander, P.E.
Poggemeyer Design Group, Inc
6960 Smoke Ranch Road, Ste 110
Las Vegas, NV 89128

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 17 - UNCONTROLLABLE FORCES

Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 18 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant shall be in state district court in Washoe County, Nevada.

ARTICLE 19 - MISCELLANEOUS

19.1 Nonwaiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

19.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

19.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement or Consultant's work described in Exhibit A – Scope of Work, is entitled to reasonable costs and attorneys' fees.

ARTICLE 20 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit, Federal Contract Clauses, and then the Consultants scope of work/proposal.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 22 - ASSIGNMENT

Neither County nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent Consultants, associates, and sub-contractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS AND PRODUCTS

Unless otherwise specified in Exhibit A, Consultant assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Consultant as a result of its services to County during the term of this Agreement. All such materials shall be delivered into County possession by Consultant upon completion, termination, or cancellation of this Agreement.

ARTICLE 24 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Consultant.

ARTICLE 25 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with Consultants, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Consultants accept and are able to pay for the loss or liability related to their activities. Exhibit B Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 26 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County’s breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

ARTICLE 27 – LOBBYING

Consultant agrees, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influencing for any purpose the following:

23.1 Any federal, state, county or local agency, legislature, commission, council or board:

23.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.3 Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.

Consultant agrees to conform to the regarding influence lobbying requirements as set forth in the Byrd Anti-lobbying Amendment, 31 U.S.C. 1352.

ARTICLE 28 – PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

This Agreement is funded through the American Rescue Plan Act (ARPA), State and Local Fiscal Recovery Funds (SLFRF) Assistance Listing Number (ALN) formerly known as CFDA number, 21.027 and is therefore subject to Federal Procurement Requirements as set forth in 2 CFR 200, Part 200. Consultant agrees to comply with applicable Federal Requirements as specified in 2 CFR 200, outlined in the provided Federal Funding Certifications, Provisions for Washoe County Professional Services Agreements under Federal Awards, and all other applicable federal statutes, regulations, and executive orders.

ARTICLE 29 - ORGANIZATION’S CERTIFICATION

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONSULTANT:

Dated this ___ day of _____, 2022

Dated this ___ day of _____, 2022

By _____
Chair,
Washoe County Commission

By _____
Dave Alexander, P.E.
NV Area Manager

**Exhibit
Project Engineering Services During Construction
NV Cares Campus Improvements - Phase 2A Site & Building**



Project Schedule	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
Months	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M22	M23
Pre-Construction																
Construction																
Post-Construction																

Project Staffing Plan		Months	Billing Rate	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M22	M23	Total Hours/Units	Total Fee
CMWorks Services				176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	2,816	
Base Contract																					
Project Manager	\$ 200.00	0	8	8	8	8	8	8	8	8	8	8	8	8	8	0	0	0	0	88	\$ 17,600.00
Asst Project Mgr / Project Engineer (PE)	\$ 182.00	0	98	98	98	98	98	98	98	98	98	98	98	98	98	0	0	0	0	1,078	\$ 196,196.00
Office Engineer	\$ 150.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Senior Engineering Technician	\$ 135.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Engineering Technician	\$ 120.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Office Technical / Scheduler	\$ 145.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Administrator / Labor Compliance	\$ 92.00	0	24	24	24	24	24	24	24	24	24	24	24	24	24	0	0	0	0	264	\$ 24,288.00
	\$ -																			0	\$ -
																				0	\$ -
Subtotal Base Contract																				1,430	\$ 238,084.00
Additional Services																				0.51	
Additional Services - Prior Approval	\$ -																			0	\$ -
																				0	\$ -
																				0	\$ -
																				0	\$ -
Subtotal Additional Services																				-	\$ -
CMWorks Total																					\$ 238,084.00

- Notes:**
- Phase II construction is \$12.1
 - Billing rate includes vehicles, laptops, tablets, cellular telephones, and other appurtenant equipment.
 - Project Engineering Services proposed assuming construction June 3, 2022 through March 7, 2023.
 - Anticipated start of services date is June 1, 2022
 - Extensions of services to be considered for future phases.

Engineer's estimate = \$12,148,912.00
 Percent Const Mgmt/Construction Cost = 2.0%

**NV Cares Campus Improvements
Project Engineering Scope**

April 6, 2022

Scope of Services

Task 1 – Construction Engineering Management Services

1.0 – Preconstruction Services

- A. Pre-Construction Conference –schedule and conduct a preconstruction conference with the CMAR after a Notice to proceed is given by the County. Develop the conference agenda and distribute minutes of the conference.
- B. Review and comment on submittals & shop drawings for conformance.

1.01 – Engineering Administration

- A. Provide and maintain on site contract engineering administration as an agent of the County. Establish and implement coordination and communication procedures among the County, the Designer and CMAR. All project documentation will be maintained in Projectmates.
- B. Establish and implement procedures to manage the documents required to comply with the SLFRF Federally Funded Program, Apprenticeship Utilization Act and Davis-Bacon / Washoe County Davis Bacon Wages requirements to fulfill the County’s obligations regarding funding of the project. The CMAR will be required to use LCP Tracker for its prevailing wage tracking. Prepare monthly reports to the County.
- C. Establish and implement procedures to determine and provide documentation to provide Buy America Act compliance for materials through thorough review of submittals and delivered materials.
- D. Establish and implement procedures to track the CMAR’s requests for clarifications and interpretations of the Contract Documents, shop drawings, samples and all other submittals, contract schedule adjustments, change order proposals, written proposals for substitutions, payment applications and permits through the Projectmates Document Tracking System. Act as the County’s representative at the construction site and be the party to whom all such information will be submitted.

- E. Review for recommendation and forward to the County and Design Consultant for review any requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, and all other submittals. Comments shall not relate to design considerations but rather to matters of constructability, cost sequencing, scheduling and time of construction, clarity, consistency, and coordination in documentation. The County after receiving information from the designer and Project Engineer will make the final decision regarding the clarifications, interpretations that are received from the CMAR. Upon receiving the final decision from the County, Project Engineer will transmit the same to the CMAR for any further response and or action.
- F. Project Engineer will compile all comments on requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples and all other submittals and coordinate responses to the CMAR through the Projectmates Document Tracking System.
- G. Project Engineer will maintain the following documents at the job site: correspondence files, contract addenda, copy of Contract Documents, compliance documentation for programs identified in subtask A above and progress reports and make these items readily available to the County.
- H. Project Engineer will keep records of the names, addresses and telephone numbers of the CMAR's and all subcontractors' emergency contact personnel and update this information as it changes.
- I. Project Engineer will maintain reports of job site conferences, meetings and discussions between the County and CMAR and distribute to the project team as requested by the County.

1.02 - CONTRACT CHANGE ORDERS: Establish and implement procedures and coordinate systems to assist the County in reviewing, tracking and negotiating Work Change Directives and Contract Change Orders. Prepare independent cost estimates for Work Change Directives and Contract Change Orders. Approval and execution of all Contract Change Orders shall be the responsibility of the County.

1.03 – REQUESTS FOR PROPOSALS: Assist the County in developing and tracking requests for proposals for County requested changes.

1.04 - PERMITS: Assist the County in verifying that required permits have been obtained by the CMAR and that the conditions of the permits are adhered to by the CMAR. Copies of permits will be kept on site and available for County review. Such action by the Project Engineer does not relieve the CMAR of its responsibility to comply with the provisions of the Contract documents.

verify the schedule is prepared in accordance with the requirements of the Contract Documents. The project engineer will notify the County when concerns arise that the construction schedule is or could be delayed.

1.06 – PROGRESS MEETINGS & REPORTING: Project Engineer will attend weekly OAC progress meetings. Such meetings will serve as a forum for the exchange of information concerning the Project and the review of construction progress. Record and document the agendas and minutes of the meetings to the County. Provide reports to the County that include the necessary documentation to keep the County informed of key issues and the status of the project.

1.07 – PROGRESS PAYMENTS: Review the pay applications prepared by the CMAR and confirm the amount requested reflects the actual work performed by the CMAR in accordance with the Contract Documents. Make appropriate adjustments to each payment application and forward payment applications to the County for final review, approval and processing. Each payment application will include a Progress Payment Report cover sheet that states the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.

1.08 – CMAR’s SAFETY PROGRAM: Review the CMAR’s safety program for general conformance with the requirements of the specifications. Project Engineer will not be responsible for the CMAR’s implementation of or compliance with its safety programs or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith or for the coordination of any of the above with the subcontractors performing the work at the site. Project Engineer will not be responsible for the adequacy or completeness of the CMAR’s safety programs, procedures or precautions. Project Engineer personnel may attend the CMAR’s weekly tailgate safety meetings for informational purposes.

1.09 – TECHNICAL REPORTING & COMPLIANCE NOTIFICATIONS to OTHER AGENCIES & COUNTY DIVISIONS: Project Engineer in partnership with CME will coordinate any technical inspections, testing and/or work required by outside agencies or other County Divisions.

TASK 2 – QUALITY ASSURANCE CONSTRUCTION INSPECTION & MATERIALS TESTING SERVICES:

Project Engineer will manage a third party independent inspection firm procured by Washoe County. this firm will be CME, CME will monitor the quality of construction with a QA program including materials testing services.

- A. CME will provide QA Inspection professionals to review the work for compliance with the Contract Documents and provide daily reports to the Project Engineer.

limited to the following: CMAR's & subcontractors' personnel & equipment, site visitors, observed delays & causes, weather conditions, daily construction activities & progress, quantities installed, data relative to claims for extras or deductions, materials received on site or stored off site, test results and photographic documentation.

- C. Project Engineer will work with CME for QA Inspection professionals to reject work and notify the County of any non-conforming work so the County can issue the CMAR a non-compliance notice.
Project Engineer/CME will work with the County to evaluate field issues and determine resolutions.
- D. Project Engineer will coordinate and work with CME to provide QA material testing professionals to visit the site as needed to monitor the QA program, perform the required tests per the Contract Documents and address any unusual problems.
- E. Project Engineer will work with CME to provide a monthly testing summary report and a final project report summarizing all test results.

TASK 3 – POST-CONSTRUCTION SERVICES:

3.01 - PROJECT CLOSEOUT: Assist the County during the testing, start-up and commissioning of the Project, record and document all testing and start up data sheets.

3.02 – FINAL INSPECTION & PUNCHLIST: Participate in the final inspection with key project stakeholders. Assist in the preparation of a list of construction deficiencies for resolution by the CMAR and verify and document completion of these items. Notify the County of substantial completion so that the County may issue a Notice of Substantial Completion. Make recommendations to the County regarding the CMAR's final progress payment request.

3.03 – RECORD DRAWINGS: Maintain one set of field contract documents with up to date information regarding all addenda, substitutions, clarifications & change orders. Verify on a regular basis that the as-built drawing are being updated. Follow up to make sure as-builts are distributed.

Exhibit B

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR PROFESSIONAL ENGINEERING SERVICES NV CARES CAMPUS IMPROVEMENTS PHASE 2, 3 AND 4

INDEMNIFICATION

ENGINEER Liability

As respects acts, errors or omissions in the performance of ENGINEER services, ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by ENGINEER'S negligent acts, errors or omissions in the performance of its ENGINEER services under the terms of this agreement.

ENGINEER further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action to the extent arising out of the negligent acts, errors or omissions of ENGINEER or its Sub-ENGINEER in the performance of their ENGINEER services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of ENGINEER services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, ENGINEER agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of ENGINEER while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that ENGINEER purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and ENGINEER'S Professional Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by ENGINEER, its agents, representatives, employees or Sub-ENGINEERS. The cost of all such insurance shall be borne by ENGINEER.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ENGINEER or any Sub-ENGINEER by COUNTY. ENGINEER agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If ENGINEER or Sub-ENGINEER is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should ENGINEER be self-funded for Industrial insurance, ENGINEER shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

ENGINEER shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. ENGINEER Professional Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase ENGINEER'S insurance levels to meet minimum contract limits shall be borne by the ENGINEER at no cost to the COUNTY.

ENGINEER will maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that ENGINEER goes out of business during the term of this Agreement or the three (3) year period described above, ENGINEER shall purchase Extended Reporting Coverage for claims arising out of ENGINEER'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

Should COUNTY and ENGINEER agree that higher ENGINEER Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through ENGINEER'S insurer or its own source.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages
 - a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of ENGINEER, including the insured's general supervision of ENGINEER; products and completed operations of ENGINEER; or premises owned, occupied or used by ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

- b. ENGINEER'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of ENGINEER'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. ENGINEER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. ENGINEER'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits below that specified herein except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning ENGINEER and insurance carrier. COUNTY reserves the right to require that the ENGINEER'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

ENGINEER shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-ENGINEERS

ENGINEER shall include all Sub-ENGINEERS as insureds under its policies or furnish separate certificates and endorsements for each Sub-ENGINEER. Sub-ENGINEER shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ENGINEER shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ENGINEER, any Sub-ENGINEER, or anyone employed, directed or supervised by ENGINEER.
2. Nothing herein contained shall be construed as limiting in any way the extent to which ENGINEER may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-ENGINEERS under it.
3. In addition to any other remedies COUNTY may have if ENGINEER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

- a. Order ENGINEER to stop work under this Agreement and/or withhold any payments which become due ENGINEER here under until ENGINEER demonstrates compliance with the requirements hereof;
- b. Terminate the Agreement.