

**AMENDMENT NO. 2 TO THE  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is entered into March 26, 2019, by and between Washoe County, a political subdivision of the State of Nevada (“County”) and NCE, Inc. (“Consultant”).

WITNESSETH:

WHEREAS, the County and NCE, Inc. desire to amend their Agreement for Professional Consulting Services, entered into on November 4, 2018 (“Agreement”); and

WHEREAS, NCE, Inc. have provided the County with Environmental Assessment services for the Pleasant Valley Interceptor Reach 3 Project in accordance with the existing Agreement and in accordance with accepted industry standards and practices; and

NOW THEREFORE, in consideration of the covenants and promises and understandings contained herein, the County and NCE, Inc. both agree as follows:

**I. GENERAL**

**1. Capitalized Terms.** Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

**2. Conflicting Terms.** To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Agreement, the provisions of this Amendment shall control. The parties acknowledge and agree that, except as specifically modified under this Amendment, each of the terms and conditions of the Agreement shall remain in full force and effect and are enforceable in accordance with their respective terms. This Amendment shall be attached to the Agreement and become a part thereof.

**II. SERVICES TO BE PERFORMED BY CONSULTANT**

In addition to the services described in the Agreement and Amendment No. 1, the parties agree that Consultant shall also perform Army Corps of Engineers and NDEP permit application services as more fully set forth in Consultant’s proposed amendment and amended fee summary,

attached hereto and incorporated by reference. The term of this Amendment No. 2 shall be for the period commencing from March 26, 2019 and terminating on March 26, 2020.

**III. COMPENSATION FOR SERVICES**

In addition to the compensation set forth in the Agreement, the parties agree that Consultant shall be further compensated in the sum of \$34,775.00 for the additional services described above. Payment will be in accordance with Article 3 of the Agreement for Professional Consulting Services.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WASHOE COUNTY:

CONTRACTOR:

By: \_\_\_\_\_  
Chair,  
Washoe County Commission

By: \_\_\_\_\_  
Jack Norberg, Principal  
NCE, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nancy Parent, County Clerk

Date: \_\_\_\_\_