

## AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada (“County”) and CDM Smith (“Consultant”), collectively (the “Parties”).

### WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the “**Upper Third and Rosewood Creeks Water Quality 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 February 11, 2025.

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 December 31, 2026, 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.

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 \$742,458.09. 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 December 31, 2026. 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 A 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

##### 12.1 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.

#### 12.2 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.

#### 12.3 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 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the consultant agrees as follows:

(1) The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the consultant's legal duty to furnish information.

(4) The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the consultant may request the United States to enter into such litigation to protect the interests of the United States.



The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon consultants and subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## ARTICLE 16 – PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

16.1 Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

### 16.2 Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph 16.3 of this clause applies, the consultant and its subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### 16.3 Exceptions.

- (1) This clause does not prohibit consultants from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### 16.4 Reporting requirement.

- (1) In the event the consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the consultant is notified of such by a subconsultant at any tier or by any other source, the consultant shall report the information in paragraph 16.4(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Consultant shall report the following information pursuant to paragraph 16.4(1) of this clause:
  - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph 16.4(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

16.5 Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 16.5, in all subcontracts and other contractual instruments.

#### ARTICLE 17 – PATENTS AND INTELLECTUAL PROPERTY RIGHTS

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### ARTICLE 18 – DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### ARTICLE 19 – CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

19.1 Clean Air Act – The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

19.2 Federal Water Pollution Control Act - The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

## 20 – BUILD AMERICA, BUY AMERICA ACT

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

## ARTICLE 21 – 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 22 – 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:

Eric Crump, Director  
Washoe County Community Services  
1001 East 9<sup>th</sup> Street  
Reno, NV 89512

To Consultant:

Brian Stewart, PE, Client Service Leader  
CDM Smith  
40200 Truckee Airport Road, Suite 4  
Truckee, CA 96161

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

## ARTICLE 23 - 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 24 - 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 25 - MISCELLANEOUS

##### 25.1 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.

##### 25.2 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.

##### 25.3 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 26 - 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 27 - 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 28 - 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 29 - 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 30 - THIRD PARTY RIGHTS

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

#### ARTICLE 31 – 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 32 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statues. 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 33 – 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:

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

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

32.3 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:

Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### ARTICLE 34 – COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This Agreement is partially or fully financed with Federal funds 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 Exhibit C Contract Provisions for Washoe County Professional Services Agreements Under Federal Awards, and all other applicable federal statutes, regulations, and executive orders.

#### ARTICLE 35 - ORGANIZATION'S CERTIFICATION REGARDING DEBARMENT

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.

Per Debarment and Suspension (Executive Orders 12549 and 12689):

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### ARTICLE 36 – REGISTRATION IN SAM.GOV

Consultant agrees to register their business in the System for Award Management (SAM.gov) if the total sum of this agreement is \$25,000 or more. Registration must remain active for the duration of this agreement. Registration in SAM.gov is free.



IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONSULTANT:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Dated this 15 day of January, 2025

By \_\_\_\_\_

Alexis Hill  
Chair, Washoe County Board of  
Commissioners

By Brian Stewart

Brian Stewart, PE,  
Client Service Leader  
CDM Smith



# Upper Third and Rosewood Creeks Water Quality Improvement Project

The Washoe County Community Services District (CSD) is implementing the Upper Third and Rosewood Creeks Water Quality Improvement Project to reduce fine sediment and nutrient loads currently being discharged through direct connections to Lake Tahoe. The project will also improve public safety, drainage, aesthetics, and roadway conditions within the project area. This Scope of Work presents CDM Smith's work activities, assumptions and deliverables for the professional planning and design services associated with this project, and provides the basis for the attached level of effort and budget.

## Scope of Work

### Task 1 – Project Planning and Management

CDM Smith's Project Manager will serve as the primary point of contact for CSD throughout the project and will oversee work activities and responsibilities, implementation and control of work assignments, communications, and quality assurance/quality control (QA/QC) procedures. Invoices will be submitted monthly and will include progress reports to document progress and costs incurred. Any changes involving conditions that may impact the budget or schedule will be reported immediately upon identification so that corrective actions may be made. Project planning and management services will include:

- Monthly invoicing with progress reports
- Developing and maintaining a critical path project schedule that aligns with project goals and grant funding requirements.
- Implementing a quality assurance program for the project with pre-defined QA/QC milestones.
- Coordinating and leading project meetings including:
  - One Kickoff Meeting and
  - Up to twelve bi-monthly progress meetings, including 2 site visits with County staff.
- Convening a project specific Technical Advisory Committee (TAC) and coordinating a series of planning and design review meetings.
- One public meeting to present the preferred alternative improvements.

#### Assumptions

- The work defined in this scope of work will be completed by December 31, 2026.
- The Kickoff Meeting and bi-monthly progress meetings will be one hour in duration and be held remotely using Microsoft Teams or another similar platform. The meetings will be attended by the CDM Smith Project Manager and Project Engineer.

- TAC membership will be comprised of County staff, regulatory and funding agency representatives, public landowners, and others as deemed appropriate by the CSD.
- Engineering services during the construction phase are not included. These will be scoped and authorized by the CSD as we get near completion of the design.

### **Deliverables**

- Monthly invoices with progress reports.
- Agendas and meeting notes will be prepared for the meetings identified above. Draft agendas will be distributed one week prior to each meeting and notes within one week of the meeting.
- Presentation materials, sign-in sheets, and exhibits will be provided to support discussion of the meeting topics.

## **Task 2 – Engineering Studies**

CDM Smith will compile and review existing conditions information to support the project planning and design. Activities in this task will include geotechnical and utility investigations, and a topographic/boundary survey. An alternatives formulation and evaluation process will also be conducted in this task, in coordination with CSD staff and the TAC to define a preferred set of water quality improvements that meet the goals of this project.

### **Task 2.1 – Geotechnical Analysis and Report**

A geotechnical investigation will be completed by subcontractor CME, Inc. to support the design of key components such as infiltration facilities, slope stabilization measures, channel linings, and pavement structural sections. The investigation will include a literature review, temporary soil borings and sampling for classification and laboratory testing, and percolation testing to evaluate infiltration potential. Data to support a TRPA Soils Hydrology Report will also be collected and analyzed. This will include identification of seasonal high groundwater depths to support TRPA determinations of maximum allowable excavation depths. A waiver request for the TRPA staff site visit during the subsurface exploration will be submitted, based on anticipated subsurface conditions, and will include relevant nearby data to support the waiver. Prior to all drilling and excavations, the areas will be cleared for underground utilities, and the necessary encroachment and County permits will be obtained.

A Geotechnical Study Work Plan will be developed and submitted to CSD for review and approval. The study's results will be presented in a Geotechnical Engineering Report to be submitted as a draft for CSD review and comment before finalization.

### **Assumptions**

- Up to five (5) soil borings with depths up to 10 feet will be performed within paved representative locations throughout the project site. Specific boring locations will be identified through coordination with CSD staff and the design team.
- Subsurface material will be sampled at 2.5 to 5-foot intervals as determined appropriate during exploration.

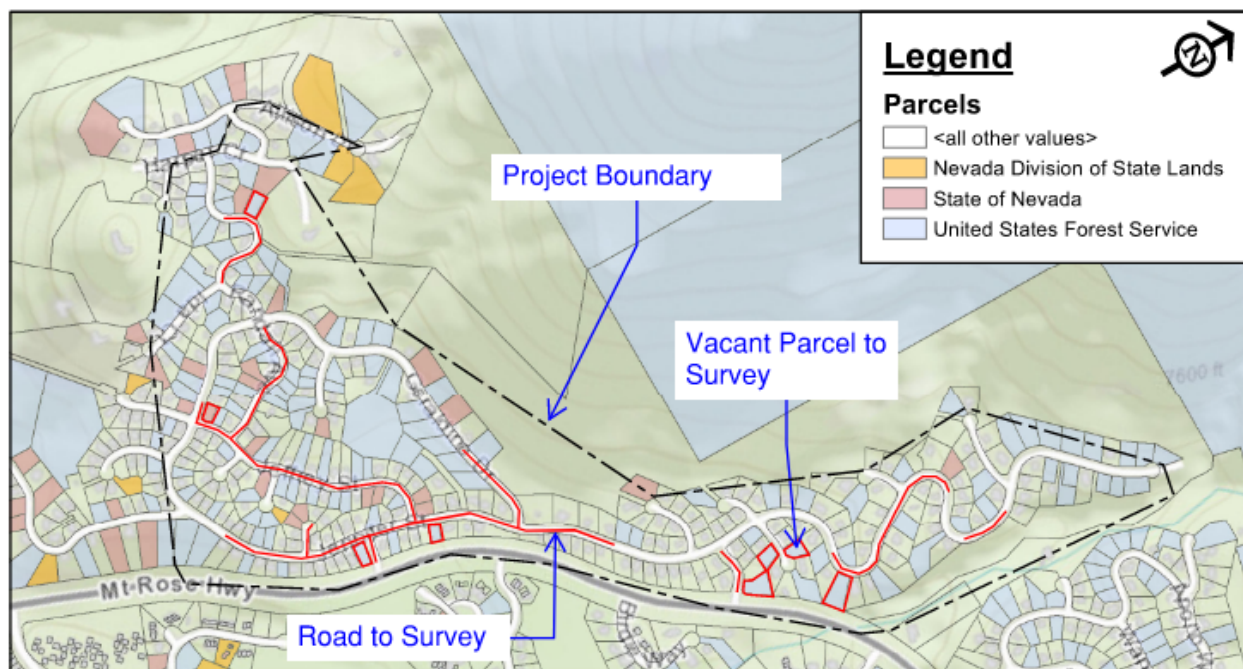
- Borings located within the existing paved roadway will be backfilled with cuttings and the upper 6-inches with Aquafault 6.0, or approved equal. Excess cuttings will be hauled offsite and disposed of in an approved location.
- Laboratory testing will be minimal and include index testing to determine if existing soils are suitable for Class E backfill. Optional soil chemistry analyses can be provided upon request.
- Up to three (3) soil percolation tests at depths up to 3 feet will be performed at potential treatment BMP sites. Testing will be performed in general accordance with the NAC 444 percolation test procedure.
- The TRPA Soils Hydrology Report and application will be prepared under Task 5 – Environmental Review
- It is assumed that Washoe County Encroachment permit fees will be waived.
- Ground penetrating radar (GPR) can be performed at the County’s request for utility locating. The costs for this work are not included herein.

### Deliverables

- One draft and one final Geotechnical Work Plan (PDF)
- One draft and one final Geotechnical Engineering Report (PDF)

### Task 2.2 – Site Survey and Utility Investigation

A site survey and utility investigation will be completed by subcontractor Battle Born Ventures (BBV) to support development of a project area basemap for use in developing the project design plans. A map showing the location of site survey and utility investigations is included in Exhibit 2.1.



**Exhibit 2.1 Topographic Survey Limits**

Work in this task consists of the following:

- Survey control points – BBV will establish a horizontal and vertical survey control network on-site that coincides with the North American Datum (NAD 83/94), Nevada State Plane West Zone horizontal datum with the combination factor of 1.000263, and the North American Vertical Datum (NADVD 88).
- Topographic base map – Develop a topographic survey map (1' contour) of the project area that includes relevant surface features including buildings, property lines, potential treatment BMP sites, drainage channels, curbs, signs, edge of pavement, trees greater than 14-inches in diameter, utilities, power poles, drainage improvements, fences, walls, and spot elevations, street cross-sections at 25-foot stations with grade shots at grade breaks and vertical offsets extending a minimum of five feet beyond the public right-of-way.
- Utility investigation - The survey base map will include surface features, sizes and invert elevations of existing stormwater drainage facilities including drain inlets, maintenance holes, pipes, headwalls, and outfalls. In addition, invert elevations for sanitary sewer pipes will be collected at sanitary sewer maintenance holes. Other utility location information (water, telephone, power, cable, natural gas) will be obtained from available facility maps and existing surface features including utility vaults, utility boxes, power poles, existing overhead wires, guy wires, fire hydrants, valve boxes, hand-hole boxes, meters, and cleanouts.
- Property boundaries – A boundary survey will be performed in limited portions of the project area in the vicinity of potential treatment BMP sites and anticipated storm drain alignments. The mapping will include the right-of-way centerlines, section lines, quarter section lines, existing right-of-way, parcel lines, Assessor's Parcel Numbers (APN), and existing easement lines.
- Aerial Photo – Ortho-rectified aerial photographs will be collected for the project area to assist with project planning, analysis, and design.
- Supplemental Survey – Up to three (3) days of supplemental field survey data will be collected and processed in locations outside the currently assumed survey extents where survey data is determined necessary for project design.

## Assumptions

- The limits of site survey and utility investigations are as shown in Exhibit 2.1. The survey extents include portions of Jennifer Street (4,100 +/- L.F.), portions of Geraldine Drive (900 +/- L.F.), Marlette Way (400 +/- L.F.), Fay Street (300 +/- L.F.), portions of Jeffrey Street (1,600 +/- L.F.), and portions of Randall Avenue (1,500 +/- L.F.), totaling 8,800 L.F. (1.7 +/- miles) of roadway, along with eight (8) vacant residential lots.
- Up to three (3) days of as-needed survey work is included.
- No permanent or temporary private property easements requiring legal descriptions and exhibits are included. This is an optional task that can be provided at the request of CSD.
- No utility potholing is included in this task.

- Topographic survey includes maintenance hole invert elevation measurements “dips” for sanitary sewer and storm drain infrastructure as well as top nut elevation shots for water and gas valves. If requested, scanned copies of field notes will be provided in .pdf format.

### **Deliverables**

- Topographic, utility, and boundary basemap of the project area in AutoCAD Civil 3D format.
- Aerial ortho-photos of the project area (PDF)

## **Task 2.3 – Hydrology/Hydraulics and Water Quality Evaluations**

A hydrologic and hydraulic analysis will be conducted to evaluate runoff patterns and quantities and support sizing drainage and water quality facilities. The analyses will be conducted using EPA SWMM and GIS software, along with topography data, survey data, geotechnical results, and local rainfall data. In addition, a pollutant analysis will be completed to identify sediment, nutrient, and other pollutant sources, and provide a basis for designing source control measures. Water quality modeling using the Lake Tahoe Pollutant Load Reduction Model (PLRM v2.1) will be performed for up to three conceptual design alternatives to assist with alternative evaluations and to maximize Lake Tahoe TMDL clarity credits.

Stormwater collection, conveyance, treatment, and infiltration facilities will be designed per the applicable standards and design guidance. Infiltration facilities will be sized to capture, at a minimum, the entire Water Quality Volume (WQV) generated by the 20-year “Tahoe design storm” which is approximately equal to 1 inch of rainfall in one hour.

Information to support PLRM and NDEP requirements for the Lake Tahoe Clarity Crediting Program will be compiled and provided to CSD and its TMDL consultants, such as NTCD, for calculating and declaring load reduction credits associated with the project. The results of this task will be documented in a Hydrology, Hydraulics and Pollutant Analysis Report to be submitted in draft and final form for CSD review.

### **Assumptions**

- Hydrologic and hydraulic modeling will be performed only for the preferred alternative to be carried forward for final design.
- PLRM modeling will be performed for up to three (3) conceptual design alternatives.
- PLRM files for existing conditions will be provided by CSD.
- Drainage as-builts and mapping will be provided by CSD.
- Coordination with the NTCD will be required for PLRM modeling and evaluating project alternatives and options to maximize load reductions and Lake Tahoe TMDL credits. Thirty (30) hours of coordination time is assumed for budgeting purposes.

### **Deliverables**

- One draft and one final Hydrology, Hydraulics, and Pollutant Analysis Report (PDF).

## Task 2.4 – Alternatives Formulation and Evaluation

This task includes development and evaluation of a set of conceptual project alternatives that utilize varying strategies, BMP types, and design components to address the project objectives. Project alternatives will include components that can be adjusted or mixed and matched. CDM Smith will work with CSD and TAC members to develop the alternatives and facilitate a group decision making process to select a preferred alternative. Alternatives will be evaluated by considering a set of pre-defined criteria such as water quality benefits, costs, ongoing operations and maintenance requirements, public safety, utility conflicts, right of way impacts, and other project specific issues. PLRM modeling will be performed for each alternative to evaluate water quality benefits and potential TMDL Credits.

An Alternatives Evaluation Workshop will be held with CSD and TAC members to facilitate identification of a preferred alternative that can be advanced to the 30% design phase. At this point, major design and permitting issues will be identified, and the NEPA related information can be compiled.

### Assumptions

- Up to three (3) conceptual project alternatives will be developed and evaluated. Each alternative will consist of conceptual figures showing locations of proposed improvements, BMP types, photos, and written descriptions related to evaluation criteria.
- Rough Order of Magnitude (ROM) costs will be developed for each alternative for evaluation purposes.
- PLRM modeling will be performed for each alternative to evaluate water quality benefits.
- The alternatives evaluation TAC workshop will be held virtually and will be attended by CDM Smith's project manager and project engineer.

### Deliverables

- One Alternatives Evaluation TAC Workshop.
- One preferred project alternative based on TAC consensus developed to the 15 - 20 percent design level.

## Task 3 – Right-of-Way Services

Permission to Enter agreements are anticipated so that project improvements may be conformed with private property features such as driveways, landscaping, and other existing features. Team subcontractor Interwest Consulting Group, Inc. will contact and coordinate with property owners to secure the Permission to Enter agreements from property owners that would like to have "tie-in" work on their property to conform with adjacent project improvements. CDM Smith and Interwest will communicate and coordinate with property owners to develop project support, understand owner concerns, and secure the Permission to Enter agreements. A key project objective is to avoid fee-based permanent or temporary easements on private parcels. If determined necessary, these optional services may include title services, appraisals, and acquisition settlement and closings and will be negotiated under a separate agreement.

CDM Smith will work with NDOT to secure a right of way Occupancy Permit for improvements within NDOT right of way. An advanced meeting and ongoing coordination will be conducted with an NDOT District Traffic Engineer to identify specific details needed to complete the application process and obtain the permit.

The project will also require a Special Use Permit for improvements on USFS land to be secured as an amendment to the County's existing General Special Use Permit. CDM Smith will coordinate with the USFS through the amendment process to complete the required documentation and the related NEPA special studies and documentation needed to secure this permit, as described in Task 5 below.

### Assumptions

- Up to ten (10) Permission to Enter Agreements are included.
- No permanent easements or temporary construction easements are included.
- Up to two (2) site visits for meetings with affected property owners are included. Multiple meetings are anticipated for each site visit.
- If owners state that they are unwilling to grant access, communications will be documented in writing and provided to CSD.
- One NDOT Occupancy Permit will be obtained for the project. A traffic study is not included.
- One USFS Special Use Permit will be secured as an amendment to the existing General Permit.

### Deliverables

- Up to ten (10) final Permission to Enter Agreements for driveway and other property conforms.
- NDOT occupancy permit for permanent improvements proposed within NDOT right-of-way.
- Washoe County Special Use Permit Amendment from the USFS Lake Tahoe Basin Management Unit for water quality improvements on USFS Land.

## Task 4 – Preliminary Design

The preliminary design activities will include development of the 30 percent design documents based on the preferred alternative and will provide sufficient detail for the completion of the NEPA related studies. The CDM Smith team will develop a set of 30 percent drawings presenting the proposed improvements and a temporary water pollution control drawing. The drawings will be based on the project basemap and will include topographic contours, spot elevations, property boundaries, roadway extents, driveways, trees greater than 14-inches in diameter, existing utilities, and proposed improvements. Vertical profiles will not be developed for the 30 percent design drawings. Plan view sheets will incorporate utility information by coordinating with utility companies to obtain existing utility information. This will allow strategic location of proposed improvements to minimize utility conflicts. CDM Smith will coordinate with the TRPA to obtain a Land Capability Verification and will include Land Classifications, boundaries, and coverage calculations on the plans per the TRPA requirements.



A preliminary list of technical specifications and a 30 percent Opinion of Probable Construction Cost (OPCC) will also be developed and submitted. A preliminary design workshop will be held with CSD and TAC members to discuss the 30 percent design and solicit comments and feedback.

### Assumptions

- One preferred alternative will be developed to the 30 percent design level.
- Vertical profiles will not be required for the 30 percent design drawings.
- The project design plans will comply with the County's Construction Standard Details, Standard Specifications for Public Works Construction (Orange Book), NDOT Standard Specifications and Plans, County Code, and TRPA Code of Ordinances.
- The design report will be approximately 20 pages in length including figures and tables. Detailed site investigation results and calculations will be presented as appendices.
- Recent bid results from similar projects are available and will be provided by CSD to support the cost estimating work. A Class 3 OPCC with an approximate 25% range of accuracy is anticipated at this design level.
- The 30 percent design drawings will include:
  - Title Sheet (1)
  - Sheet Index and General Notes (1)
  - Abbreviations and Legend (1)
  - Key Map (1, 1" = 100')
  - Survey Control, Monumentation, and Centerline Alignment (1, 1" = 100')
  - Drainage Improvement Drawings (20, 1" = 20')
  - Typical Detail Sheets (2)
- CSD and TAC will provide coordinated and consolidated comments on the 30 percent design.

### Deliverables

- 30 percent design drawings in PDF and DWG format
- 30 percent OPCC
- Preliminary List of Technical Specifications
- TRPA Land Capability Verification
- Preliminary Design TAC Workshop

## Task 5 – Environmental Permitting and Documentation

Environmental documentation and special study needs will be reviewed and coordinated with the agency stakeholders early in the planning process to streamline the project permitting and approvals from the NDSL, NDEP, TRPA, USFS, and NDOT.

CDM Smith will complete the environmental analysis and documentation work to amend Washoe County's USFS LTBMU Special Use Authorization for erosion control structures on National Forest System lands. The use of USFS land for water quality features will require NEPA compliance in accordance with Guidelines for Amendments to Special Use Authorizations for General Projects LTBMU. The Amendment authorization is expected to take one year to obtain, and the application process will begin during preliminary design.

CDM Smith will coordinate with the NDEP and TRPA regarding their environmental documentation and permitting requirements. A TRPA EIP Permit will also be required which will include submittal of an expanded TRPA Initial Environmental Checklist when 60 percent design is completed. CDM Smith anticipates that biological and cultural resources studies for NEPA and TRPA compliance will be required. CDM Smith will prepare and submit a Land Capability Verification Request to TRPA to determine stream environment zone (SEZ) and other sensitive lands within the project boundary.

Natural stream channels, TRPA classified stream environment zone, and wetlands may exist within the project area. If wetlands or waters of U.S. are impacted, a U.S. Army Corps of Engineers Clean Water Act Section 404 permit, NDEP Clean Water Act Section 401 Water Quality Certification, and/or NDEP Temporary Work in Waterways permit would be required. If possible, project improvements will be planned to avoid work within stream channels, wetlands, and SEZ. It is currently assumed that federal jurisdictional wetlands or waters will not be impacted by this project, and the acquisition of permits under the Clean Water Act Sections 404 and 401 would not be required.

### Assumptions

- The project design will not include disturbance in state and federal jurisdictional waters and wetlands that would require Clean Water Act Section 404 or 401 permitting requirements.
- No federal Jurisdiction Waters and/or Wetlands Delineation will be required.
- Special studies required for NEPA will be limited to biological and cultural resources studies. The NEPA required special studies will only be performed on USFS parcels where project improvements are proposed.
- Up to seven (7) USFS parcels will be evaluated under NEPA. It is assumed that one single amendment to Washoe County's USFS LTBMU Special Use Authorization for erosion control structures on National Forest System lands will be required.

### Deliverables

- Biological and cultural resources environmental compliance studies for USFS NEPA and TRPA compliance.
- TRPA approved Soil/Hydrologic Report
- TRPA Land Capability Verification
- TRPA Initial Environmental Checklist and special studies for vegetation, wildlife, geology and soils, and cultural resources

## Task 6 – Final Design

CDM Smith will incorporate input received on the 30 percent design from CSD and the TAC to initiate preparation of the final design documents. The final design will consist of the 60, 90, 100 percent, and the final bid ready design submittals, which will each include drawings, technical specifications, and an OPCC.

A design report will be prepared to document and describe design criteria, standards, calculations, site investigation results, and proposed improvements including BMP locations and types. The draft design report will be developed at the 60% design level and finalized at the 90 percent design level.

A Design Workshop will be held with CSD and TAC members after submittal of 60 percent design documents to solicit comments and feedback.

Comments received for each design level will be incorporated, along with additional detail, to form the subsequent design submittal. The final design documents will also include permit conditions, environmental mitigation measures, and show boundaries for easements and public land use areas. The final bid package will include the final plans, specifications, and estimates (PS&E), sealed by a Nevada licensed Civil Engineer.

Existing utility information will be updated during 60 percent design by identifying utilities that may conflict with the proposed project construction. Ground penetrating radar (GPR) surveys will be conducted under a separate contract to collect/document field data in locations where underground, or other improvements, may conflict with existing utility infrastructure. Utility locations will be documented and incorporated into the project plans. CDM Smith will prepare plans to show utility protections and relocations, both by the County's contractor and by others. CDM Smith will work with utility owners to identify appropriate locations for relocated utility facilities and establish preliminary protection and relocation schedules and requirements. CDM Smith will adhere to utility company standards and requirements and make necessary plan revisions as become necessary during final design and approvals.

CDM Smith will prepare a draft level SWPPP and temporary water pollution control drawings for the Nevada NPDES Construction General Permit. It is assumed that the selected construction contractor will complete and certify the SWPPP to secure final permit coverage and implement the requirements during the construction phase.

Technical specifications for the project will include references to Standard Specifications and Special Provisions describing non-standard, project specific, design components. Technical specifications will be consistent with County and NDOT standards or as approved by the County for submittal.

### Assumptions

- The project design plans will comply with the County's Construction Standard Details, Standard Specifications for Public Works Construction (Orange Book), NDOT Standard Specifications and Plans, County Code, and TRPA Code of Ordinances.
- The design report will be updated only at the 60 and 90 percent design milestones.

- Ground penetrating radar surveys will be conducted under a separate contract and are not included in this scope of work or the associated budget.
- Utility relocations to detail in the design will be limited to water and sewer facilities. Design and relocations of private utilities will be performed by others.
- One design workshop with CSD and the TAC will be held after submittal of 60% design documents.
- The 60, 90, 100 percent, and Bid Ready design drawings will include:
  - Title Sheet (1)
  - Sheet Index and General Notes (1)
  - Abbreviations and Legend (1)
  - Key Map (1, 1" = 100')
  - Survey Control, Monumentation, and Centerline Alignment (1, 1" = 100')
  - Drainage Improvement Plan and Profile Drawings (25, 1" = 20')
  - Typical Detail Sheets (5)
- TAC comments will be received from individual members and reviewed by CDM Smith and CSD staff to determine an appropriate resolution.
- The CSD will provide one set of coordinated and consolidated comments on the design submissions.
- A Class 2 OPCC with an approximate 10% range of accuracy is anticipated at the 90 percent and higher design levels.

### **Deliverables**

- 60 percent, 90 percent, 100 percent, and Bid Ready design drawings, specifications, and OPCC
- Draft design report at the 60% design level
- Draft and Final Design Report at the 90% design milestones
- Design TAC Workshop at the 60 percent design milestone
- Draft SWPPP to be finalized by Contractor

## **Task 7 – Bidding Support**

CDM Smith will provide engineering support services during the bidding process. Bidding services will include attending a pre-bid meeting and responding to bidders' questions. Design addenda including written clarifications, drawing exhibits, and/or revised specifications shall be produced if necessary to clarify design issues. The development of addenda to address unforeseen or new conditions is not included. Following the bidding process, changes to the design resulting from questions, clarifications, and addenda will be incorporated to produce a conformed set of final construction documents signed by a Nevada licensed Civil Engineer.

## Assumptions

- The County will produce the necessary hardcopies and manage distribution to potential contractors for bidding purposes.
- The County is responsible for bidding services required for procurement of a project construction contractor. Bidding activities such as contract advertisement, bid tabulation, review, and award recommendations are not included in this scope of work.
- Up to twenty (20) bidder questions during the advertisement period for the construction contract will be addressed and documented.
- Up to 3 bid addenda are included. Addenda, due to unforeseen or changed conditions identified during the bidding process, are not included in this scope of work.
- Engineering services during construction are not included.

## Deliverables

- Written responses to bidder questions and RFI tracking logs (PDF, Excel)
- Bid document addenda including simple drawings and brief written documents (PDF)
- Pre-bid Meeting agenda, presentation materials and meeting notes (PDF, PowerPoint)
- Conformed PS&E documents sealed by a Nevada Licensed Engineer (PDF, CAD)



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> CDM Smith Inc. 75 State Street Ste 701 Boston MA 02109-1940 USA	INSURER A: Underwriters At Lloyds London		15792
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Twin City Fire Insurance Company		29459
	INSURER D: Hartford Accident & Indemnity Company		22357
	INSURER E: Evanston Insurance Company		35378
	INSURER F:		

**COVERAGES**      **CERTIFICATE NUMBER: 570108501512**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			08CSEQU4161	01/01/2024	01/01/2025	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			08 UEN QU4162	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WNQU4160	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C			N/A	AOS	01/01/2024	01/01/2025	E.L. EACH ACCIDENT	\$1,000,000
				08WBRQU4163			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	<input checked="" type="checkbox"/> <b>Architects &amp; Engineers Professional</b>			PSDEF2400033	01/01/2024	01/01/2025	Each Claim	\$1,000,000
				Professional/Claims Made			Aggregate	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Project Name: Professional Engineering Services for Upper Third and Rosewood Creeks water Quality Improvement Project (PHASE 1), Site: Incline Village, Description: Planning and design services for drainage and water quality improvement infrastructure.  
 Washoe County Community Services, its officers, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Washoe County Community Services, its officers, agents, employees and volunteers, but only in accordance with the policy's provisions.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Washoe County Community Services Attn: Timber Weiss 1001 East 9th Street Reno NV 89512 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  

Holder Identifier : ABDGJ

Certificate No : 570108501512





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570108501512			
CARRIER See Certificate Number: 570108501512	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

01.01.24 - 01.01.25 Professional

Policy: PSDEF2400033

- Beazley (Syndicates 2623/0623) - 25%
- BRIT (Syndicate 2987) - 25%
- Munitus (Syndicates 4242/457/4711/5555) - 12.5%
- Re/Rn (Syndicate 1458) - 10%
- Convex (Syndicate 1984) - 7.50%
- Castel Underwriting (Syndicate 2525) - 5%

Professional Policy: 42CNP31339704  
National Fire & Marine Insurance Company - 15%

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization on be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER**

### **SCHEDULE**

**Number of Days Notice:**

Part A:   30  

Part B:   10  

Part C:   30  

**Name of Certificate Holder:**

BLANKET AS REQUIRED BY WRITTEN CONTRACT

**Mailing Address:**

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER**

**Policy Number:** 08 WN QU4160

**Endorsement Number:**

**Effective Date:** 01/01/2024 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** CDM Smith, Inc.  
75 State Street, Suite 701  
Boston, MA 02109

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the

number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representatives.

**Schedule**

**Number of Days Notice:**

**Name and Mailing Address of Certificate Holder**

Part A: 90

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Part B: 10

Part C: 90

**MEMORANDUM ELEVEN**

**BLANKET JOINT VENTURE**

With effect from inception, Exclusion 7 of this Policy is deleted in its entirety and coverage hereunder extends, subject to all other policy terms and conditions, to include YOUR liability resulting from any Joint Venture involving the NAMED ASSURED.

However, in the event of the existence of any separate valid and collectible insurance applying to such 'Joint Venture,' this insurance shall apply for the benefit of YOU only in excess of any such other insurance, and if the insuring agreements of the separately issued 'Joint Venture' Policy are more restrictive, this Policy shall cover, for the benefit of YOU only, any and all differences in the insuring agreements.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Schedule, Insuring Agreements, Exclusion, Conditions, or Provisions of this Policy, other than as stated herein.

Notwithstanding any of the foregoing, OUR Limit of the Liability shall not be increased and shall not exceed the limit for each claim nor for all claims in the aggregate, as set forth in this Policy.

For purposes of this Memorandum 'Joint Venture' is defined as any 'teaming' arrangement including, but not limited to those set up as a partnership, limited liability corporation (LLC), limited liability partnership (LLP), corporation or otherwise.

**MEMORANDUM TWELVE**

**MANILA WATER SUPPLY**


With regard to the Metropolitan Waterworks and Sewerage System (MWSS), Manila, Philippines for the Manila Water Supply I and Manila Water Supply II projects, it is agreed that to the extent that DCCD Engineering Corporation signs and seals construction plans and drawings for the benefit of YOU, that for purposes of this insurance, the signatures and seals appearing on all construction plans and drawings prepared pursuant to contract with the Metropolitan Waterworks and Sewerage System (MWSS) shall be insured "PROFESSIONAL SERVICES" under this policy.

**MEMORANDUM THIRTEEN**

**LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. WE authorize Aon the ("Certificate Issuer") to issue Certificates of Insurance at YOUR request or direction. It is expressly understood and agreed that, subject to Paragraph (2) below, any Certificate of Insurance so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of US, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any Certificate of Insurance on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
2. Notwithstanding Paragraph (1) above, such Certificates of Insurance as are authorized under this endorsement may provide that in the event WE cancel or non-renew this Policy or in the event of a Material Change to this Policy, WE shall mail written notice of such cancellation, non-renewal, or Material Change to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a Material Change, but 10 days prior to the effective date of cancellation in the event YOU have failed to pay a premium when due. YOU shall provide written notice to US of all such Certificate Holders, if any, specified in each Certificate of Insurance (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from US. Underwriters' obligation to mail notice of cancellation, non-renewal, or a Material Change as provided in this paragraph shall apply solely to those Certificate Holders with respect

National Fire & Marine  
Insurance Company  
20 December 2023 

to whom the Assured has provided the foregoing written notice to the Underwriters.

3. It is further understood and agreed that OUR authorization of the Certificate Issuer under this memorandum is limited solely to the issuance of Certificates of Insurance and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for US or bind US for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any Certificate of Insurance pursuant to this memorandum
4. As used in this memorandum:
  - (i) Certificate of Insurance means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy YOUR contractual obligation.
  - (ii) Material Change means an endorsement or memorandum to or amendment of this Policy after issuance of this Policy by US that restricts the coverage afforded to YOU.

#### **MEMORANDUM FOURTEEN                      DESIGN BUILD**

It is hereby understood and agreed that on Projects for which the NAMED ASSURED, a subsidiary of the NAMED ASSURED, a subcontractor to the NAMED ASSURED, an entity under common ownership, or an entity that owns the NAMED ASSURED, performs PROFESSIONAL SERVICES and construction, erection, fabrication, installation, assembly, manufacture, or the supply of equipment or materials incorporated therein, the following Extensions and Exclusions shall apply.

1. Mitigation of Loss Extension  
This Policy is extended to indemnify YOU in respect of reasonable costs and expenses necessarily incurred in respect of any action taken prior to hand-over of the contract, excess of the Self-Insured Retention, to mitigate a loss or potential loss arising out of an act, error or omission which otherwise would have been the subject of a CLAIM under this Policy.

The onus of proving a claim under this memorandum shall be upon YOU who will be obliged:

- a. to give written notice to US during the Policy period of the intention to take actions that will incur such reasonable costs and expenses excess of the Self-Insured Retention, and
- b. to obtain written agreement from US prior to incurring such reasonable costs and expenses, payment of which shall be at OUR sole discretion.

However, this extension shall not apply to contracts where YOU are the ultimate owner of the building and/or facility, unless specifically agreed by US.

2. Provided however this Policy shall not cover any CLAIM based upon or arising out of:
  - a. the acquisition of any real estate or the securing of financing for the acquisition of any real estate;
  - b. the advising or requiring of, or failure to advise or require or failure to maintain or procure any financing or monies for the payment of any portion of any project, or of services or labour connected with any project;
  - c. cost overruns or the exceeding of any budget or other cost limitation;

National Fire & Marine  
Insurance Company  
20 December 2023 

**CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES AGREEMENTS  
UNDER FEDERAL AWARDS**

This contract is financed wholly or in part with Federal funds. The Consultant is responsible for understanding and complying with all applicable requirements and provisions.

**From 2 CFR 200 – Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards [modified list of provisions applicable non-construction contracts]:**

- (A) 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:
- i. 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
  - ii. 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
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
  - iv. If the County materially breaches any material duty under this Agreement and any such breach impairs the Consultant's ability to perform; or
  - v. 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
  - vi. 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.
- (B) 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.
- (C) Equal Opportunity Employment. During the performance of this contract, the Consultant agrees that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (D) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



- (E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
  
- (F) Prohibition on certain telecommunications and video surveillance services or equipment § 200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
  
- (G) Domestic preferences for procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
  
- (H) Fraud and False or Fraudulent Statements Or Related Acts 31 U.S.C. Chap. 38. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
  
- (I) Access to Records - the Consultant agrees to provide authorized federal, state and county access to their books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  
- (J) Compliance with Federal Law, Regulations, and Executive Orders - This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders.
  
- (K) Contract Changes or Modifications - must be agreed upon in writing and signed by both parties.
  
- (L) No obligation by Federal Government – The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.