

AMENDMENT NO. 1 TO THE AGREEMENT FORM

for the South Truckee Meadows Water Reclamation Facility Biosolids Facilities Project

THIS AMENDMENT NO. 1 TO THE AGREEMENT FORM for the South Truckee Meadows Water Reclamation Facility Biosolids Facilities Project is entered into January 8, 2019, by and between Washoe County, a political subdivision of the State of Nevada (“County”) and K.G. Walters Construction Co., Inc. (“Contractor”).

WITNESSETH:

WHEREAS, the County and K.G. Walters Construction Co., Inc. desire to amend their Agreement for construction services, entered into on December 9, 2014 (“Agreement”); and

WHEREAS, K.G. Walters Construction Co., Inc. have provided the County with construction services for the South Truckee Meadows Water Reclamation Facility – Biosolids Facilities Project in accordance with the existing Agreement and in accordance with accepted industry standards and practices; and

NOW THEREFORE, in consideration of the covenants and promises and understandings contained herein, the County and K.G. Walters Construction Co., Inc. both agree as follows:

I. GENERAL

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

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

II. SERVICES TO BE PERFORMED BY CONSULTANT

In addition to the services described in the Agreement, the parties agree that Contractor shall also perform construction services as more fully set forth in Contractor’s Change Order No

10, attached hereto and incorporated by reference. The term of this Amendment shall be for the period commencing from January 8, 2019 and terminating on August 31, 2019.

III. COMPENSATION FOR SERVICES

In addition to the compensation set forth in the Agreement, the parties agree that Consultant shall be further compensated in the sum of \$986,204.55 for the additional services described above. Payment will be in accordance with Article 3 of the Agreement Form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 dated this _____ day of _____, _____.

WASHOE COUNTY:

CONTRACTOR:

By: _____
Chair,
Washoe County Commission

By: _____
Walt Johnson, President
K.G. Walters Construction Co., Inc.

Date: _____

Date: _____

ATTEST:

By: _____
Nancy Parent, County Clerk

Date: _____