

AMENDMENT NO. 1 TO THE AGREEMENT FORM

for the South Truckee Meadows – Steamboat Lift Station Force Main Bypass Project

THIS AMENDMENT NO. 1 TO THE AGREEMENT FORM for the South Truckee Meadows – Steamboat Lift Station Force Main Bypass Project is entered into September 24, 2019, by and between Washoe County, a political subdivision of the State of Nevada (“County”) and Sierra Nevada Construction, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, the County and Sierra Nevada Construction, Inc. desire to amend their Agreement for construction services, entered into on February 19, 2019 (“Agreement”); and

WHEREAS, Sierra Nevada Construction, Inc. have provided the County with construction services for the South Truckee Meadows – Steamboat Lift Station Force Main Bypass 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 Sierra Nevada Construction, 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 1 and 2, attached hereto and incorporated by reference. The term of this Amendment shall be for the period commencing from September 24, 2019 and terminating on December 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 \$68,581.00 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: _____
Kevin Robertson, President
Sierra Nevada Construction, Inc.

Date: _____

Date: _____

ATTEST:

By: _____
Nancy Parent, County Clerk

Date: _____