

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is entered into January 20, 2026, by and between Washoe County, a political subdivision of the State of Nevada (“County”) and DOWL (“Consultant”).

WITNESSETH:

WHEREAS, the County and Dowl desire to amend their Agreement for Professional Consulting Services, entered into on March 26, 2024 (“Agreement”); and

WHEREAS, Dowl have provided the County with Professional Consulting Services for the South Valleys Regional Park Expansion 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 Dowl 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 Consultant shall also perform design, permitting, and construction administration services as more fully set forth in Consultant’s proposed Scope of Work – Exhibit A amended fee summary, attached hereto

and incorporated by reference. The term of this Amendment shall be for the period commencing from January 20, 2026 and terminating on December 31, 2026.

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 \$149,944.00 for the additional services described above. Payment will be in accordance with Article 3 of the Agreement for Professional Consulting Services.

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

WASHOE COUNTY:

CONTRACTOR:

By: _____
Chair,
Washoe County Commission

By: _____
Gregory Lyman, PE
Senior Project Manager

Date: _____

Date: _____

ATTEST:

By: _____
Janis Galassini, County Clerk

Date: _____



Exhibit A – Scope of Work
South Valleys Regional Park Phase 2 – Amendment 1

Professional Engineering Services shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Management*

- A. Engineer shall:
 - 1. Review project progress and communicate project status on a regular basis with Washoe County (County, Client).
 - 2. Attend project meetings as required by the County.
 - 3. Prepare and review monthly invoices.
 - 4. Prepare and maintain internal Engineering Management Plan and Project Quality Plan.
- B. Deliverables:
 - 1. There are no deliverables as part of this Phase.
- C. Assumptions:
 - 1. 32 hours of meeting and reporting will be required as part of this Phase.

A1.02 *Land Use Planning*

- A. Engineer Shall:
 - 1. **Zone Change Support:** DOWL will provide technical documents, attend meetings, and coordinate with the City of Reno to change the zoning from Mixed Use to Open Space and Parks. This will lessen the landscaping and other requirements from the City. It is understood that the City and County will provide the majority of work for this task.
 - 2. **Major Site Plan Review:** The project requires a major site plan review due to the drainage requirements and working in a flood zone. It is understood that they application will only be for the Phase two design and not the full buildout design. DOWL will prepare the figures and application and attend meetings.
- B. Deliverables:
 - 1. Figures and application documents submitted to the City of Reno.
- C. Assumptions:
 - 1. This does not include a LOMR, wetlands, or Army Corps permit and associated requirements.

A1.03 *Permitting*

- A. Engineer shall:

1. Prepare and submit the following for the City of Reno and revise design based on comments:
 - a. Construction plans
 - b. Building permit application
 - c. NDOT approval information and plans with Traffic Study
 - d. TMWA approval information and plans
 - e. Landscape and Electrical Sheets with NVE approval information
 - f. Sewer connection approval from the County
 - g. Storm Drain report
 - h. Geotechnical report
- B. Deliverables:
 1. Permit application package
- C. Assumptions:
 1. This does not include a LOMR, wetlands, or Army Corps permit and associated requirements.

A1.04 ***Landscape Architecture***

- A. After the zone change is complete, the landscape requirements for the project will be greatly reduced. The Engineer shall:
 1. Work with the Landscape Architect to re-design the landscape plan in a manor to save cost and provide more open space.
 2. This task also includes construction administration hours for the landscape architect.
- B. Deliverables:
 1. Revised landscape sheets.
 2. Updated engineer's opinion of probable cost.
- C. Assumptions:
 1. Assumes on round of review and comment from the County and City.

A1.05 ***Engineering***

- A. Engineer shall:
 1. Prepare bid alternates for the bid
 2. Provide design revisions based on agency comments.
 3. Provide value engineering changes to meet project budgets
- B. Deliverables:
 1. Bidding documents.
- C. Assumptions:

1. The County will provide the front end and contract documents.

A1.06 **Construction Engineering Administration**

A. Upon written authorization from Owner, Engineer shall:

1. Provide bidding assistance as follows:
 - a. Attend a pre-bid conference.
 - b. Answer pre-bid questions related to engineering items.
 - c. Provide addendums as needed for bidding purposes related to engineering items.
 - d. Prepare a Conformed Set of construction drawings and specifications for construction.
2. *General Administration of Construction Contract:* Consult with Owner and act as Owner's engineering representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. *Resident Project Engineer (RPE):* Provide the services of an RPE at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPE are as set forth in Attachment 2. The furnishing of such RPE's services will not limit, extend, or modify Engineer's responsibilities or authority.
4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design engineering professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction

Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

7. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
8. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
11. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the Additional Services provisions of Paragraph A2.02 of this Exhibit A.
12. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the

requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
15. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions (if any), schedules, guarantees, bonds, certificates or other evidence of insurance required by the close out requirements of the Contract Documents, and any certificates of inspection, tests and approvals, Shop Drawings, Samples and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
16. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of

Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated above, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Part 2 below, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth herein or in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- D. Assumptions:
1. Inspection/Observation/Resident Project Representative Services are not included herein and shall be provided by others. Observance of critical features will require coordination by the Contractor.
 2. Testing is not included herein and shall be provided by others.
 3. 582 hours are included in this task.

A1.07 *Contingency*

- A. Not included.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Part 1, Basic Services, if any.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.

Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

7. Furnishing services of Consultants for other than Basic Services.
8. Services attributable to more prime construction contracts than specified in Part 1, Basic Services, if any.
9. If not required as part of Basic Services defined in Part 1 above, preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
10. If not required as part of Basic Services defined in Part 1 above, preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
11. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
12. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Part 1, Basic Services, including any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
13. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
14. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
15. If not required as part of Basic Services defined in Part 1 above, preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
16. If not required as part of Basic Services defined in Part 1 above, preparation of operation and maintenance manuals.
17. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner other than those required under Part 1, Basic Services.
19. If not required as part of Basic Services defined in Part 1 above, assistance in connection with the adjusting of Project equipment and systems.

20. If not required as part of Basic Services defined in Part 1 above, assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
21. If not required as part of Basic Services defined in Part 1 above, assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
22. If not required as part of Basic Services defined in Part 1 above, overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 2. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 3. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 4. Services during the Construction Phase rendered after the original date for completion of the Work referred to above.
 5. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

PART 3 - COMPENSATION

A3.01 Basic Services – Lump Sum

The Agreement is supplemented to include the following agreement of the parties:

- A. Owner shall pay Engineer for Basic Services set forth in this Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 1. A Time and Materials amount of \$149,944.00 based on the following estimated distribution of compensation:

a. Management	<u>\$7,824.00</u>
b. Land Use Planning	<u>\$23,516.00</u>
c. Permitting	<u>\$24,832.00</u>
d. Landscape Architecture	<u>\$21,850.00</u>

- e. Engineering Services \$32,870.00
 - f. Construction Engineering Administration \$39,052.00
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated above is conditioned on a period of service not exceeding 24 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

A3.02 Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 of Exhibit A, an amount equal to that separately negotiated prior to performing the Additional Services based on the nature of the required Additional Services.
 2. For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.02, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. Other Provisions Concerning Payment For Additional Services:
1. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and DOWL ("Consultant"), collectively (the "Parties").

WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the "**South Valleys Regional Park**" (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 March 26, 2024

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete Phase I design services by August 9, 2024 and complete phase II by February 28, 2025 and 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 **\$798,980**. 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, Phase I design services shall be completed by August 9, 2024, Phase II shall be completed by February 28, 2025, with total project completion by 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 A10 Scope of Services.

ARTICLE 10 - COUNTY'S RESPONSIBILITY

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

ARTICLE 11 – PUBLIC RECORDS

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

ARTICLE 12 – INSPECTION AND AUDIT

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 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 16 - NOTICE

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

To County:
Eric Crump, Director
Washoe County Community Services
1001 East 9th Street
Reno, NV 89512

To Consultant:
Greg Lyman, PE
Dowl
5510 Longley Lane
Reno, NV 89511

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

ARTICLE 17 - UNCONTROLLABLE FORCES

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

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

ARTICLE 18 - GOVERNING LAW-VENUE

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

ARTICLE 19 - MISCELLANEOUS

19.1 Nonwaiver

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

19.2 Severability

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

19.3 Attorney Fees

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

ARTICLE 20 - INTEGRATION AND MODIFICATION

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

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

ARTICLE 21 - SUCCESSORS AND ASSIGNS

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

ARTICLE 22 - ASSIGNMENT

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

ARTICLE 23 - OWNERSHIP OF DOCUMENTS AND PRODUCTS

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

ARTICLE 24 - THIRD PARTY RIGHTS

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

ARTICLE 25 – INDEMNIFICATION AND INSURANCE

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

ARTICLE 26 – LIMITED LIABILITY

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

ARTICLE 27 – LOBBYING

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

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

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

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

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

ARTICLE 28 – 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 29 - 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.

ARTICLE 30 – 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:

Dated this 20th day of March, 2024

By 
 Chair
 Washoe County Commission

CONSULTANT:

Dated this ___ day of _____, 2024

By Gregory Lyman
 Greg Lyman, PE
 Senior Project Manager



Digitally signed by Gregory Lyman
 DN: C=US, E=glyman@dowl.com,
 O="DOWL, LLC", CN=Gregory
 Lyman
 Reason: I am approving this
 document
 Date: 2024.03.15 15:34:53-07'00'



This is **EXHIBIT A**, consisting of 12 pages, is referred to in and part of the **Agreement between Owner and DOWL for Professional Services** dated February 16, 2024. Project No. 7363.30371.00

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Professional Engineering Services shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.03 Management

A. Engineer shall:

1. Review project progress and communicate project status on a regular basis with Washoe County (County, Client).
2. Attend project meetings as required by the County.
3. Prepare and review monthly invoices.
4. Prepare and maintain internal Engineering Management Plan and Project Quality Plan.

B. Deliverables:

1. There are no deliverables as part of this Phase.

C. Assumptions:

1. 40 hours of meeting will be required as part of this Phase.

A1.04 Survey

A. Engineer Shall:

1. DOWL will prepare a Topographic Survey, showing one - foot Contour intervals with final drawing scale at 1" = 40'. DOWL will locate existing conditions and will include but not be limited to fences, buildings, surface improvements, utility features including water and sewer, drainage features and structures which are visible from the surface of the ground. These features will be mapped and shown on the topographic map. DOWL will prepare an ACAD file of the topographic survey with detail as specified above, along with hard copies of the topographic map if requested. The horizontal and vertical control will be based on published data. Horizontal control will conform to North American Datum of 1983 (NAD 83), and vertical control will conform to North American Vertical Datum of 1988 (NAVD 88).
2. DOWL will conduct a boundary survey, for the subject parcel, in accordance with Nevada Revised Statutes, to locate the project boundary and any associated interior parcel lines. If necessary adjacent parcel corners will be located to assist in the establishment of the project boundary. DOWL will compare record maps, deed documents and preliminary title reports for the subject and adjacent parcels and analyze calculated and measured distances and compare them to record data. A boundary resolution will be provided and, if necessary, we will meet with the County to discuss boundary conflicts and possible courses for the problem resolutions.



B. Deliverables:

1. ACAD file of the topographic and boundary survey with detail as specified above to assist with site design.

C. Assumptions:

1. The County shall be responsible for preparing and providing any documents that permit the right of entry onto private and/or public property needed to facilitate the requested survey.
2. The County shall provide all available right-of-way mapping surrounding the subject parcel.
3. DOWL will obtain title report from Western Title to assist with Engineered boundary resolution.

A1.04 30% Design

A. After acceptance by Owner of the Survey and any other deliverables upon written authorization from Owner, Engineer shall:

1. 30% design phase will occur in two separate construction phases. DOWL will provide documents and costs necessary to delineate the phase 1 construction scope.
2. Complete site visits as necessary to gather pertinent information to complete Preliminary Design Phase documents.
3. Conduct land development code review for criteria pertaining to the design of the project.
4. Prepare Preliminary Design Phase documents consisting of final design criteria and preliminary drawings. DOWL will provide two (2) preliminary site drawings early in the 30% design phase to solicit feedback from the Client for design direction.
5. Provide utility mapping will be based upon information obtained from utility owners. Deficiencies will be noted and the County will be informed. This effort will include a Discovery Level 1 or 2 application submittal to TMWA and a "Ballpark Estimate" and Discovery Level design application to NV Energy.
6. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs. This will be to aid the client in delineating the scope of construction for the initial construction phase of the project.
7. Begin NDOT application coordination. DOWL will conduct meetings and prepare documents as needed to determine if project access from Virginia Street is feasible. If feasible DOWL will prepare documents and coordinate with NDOT to obtain access permit.
8. Perform offsite and onsite drainage analysis for preparation of site grading and FEMA Conditional Letter of Map Revision (CLOMR).
9. Coordinate with subcontractors as needed to provide preliminary design documents.
10. Coordinate with premanufactured building supplier to provide preliminary design documents for a restroom and concession stand.

B. Deliverables:

1. 30% Design drawings in pdf format including:
 - a. Preliminary civil site plans.
 - b. Preliminary electrical plans.
 - c. Preliminary utility plans.
 - d. Preliminary landscaping and field plans.



2. Engineer's opinion of probable cost.

C. Assumptions:

1. Any deficiencies found in the existing utility data will be reconciled by the County prior to starting on 60% Design, to include any potholing necessary to determine existing utility elevations and resolve potential utility conflicts.
2. No conditional use permit services, site plan review services, or public meeting presentations or attendance are included. It is assumed that these items will not be required for this project or the County will provide these services. DOWL's services are limited to preliminary design drawings and the reports noted above.
3. No cover sheet, general notes, abbreviations, survey control, or details will be provided for this task.

A1.05 *60% Design*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare Schematic Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Based on County comments on the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
3. Refine offsite and onsite drainage analysis for preparation of site grading and FEMA Conditional Letter of Map Revision (CLOMR).
4. Coordinate with subcontractors as needed to provide preliminary design documents.
5. Coordinate with premanufactured building supplier to provide preliminary design documents for a restroom and concession stand.

B. Deliverables:

1. 60% Design drawings in pdf format, to include:
 - a. Site civil plans.
 - b. Site electrical and lighting plans.
 - c. Site utility plans.
 - d. Site grading plan.
 - e. Site drainage and Low Impact Development (LID) plans.
 - f. Landscape and field design plans.
2. Updated engineer's opinion of probable cost.

C. Assumptions:

1. No conditional use permit services, site plan review services, or public meeting presentations or attendance are included. It is assumed that these items will not be required for this project or the County will provide these services. DOWL's services are limited to schematic design drawings and the reports noted above.



2. No cover sheet, general notes, abbreviations, survey control, or details will be provided for this task.
3. Plans and specifications for bidding are not included.
4. It is assumed that the project will be broken into two phases at the commencement of the 60% design. The 60% design for phase 1 will be completed before the 60% design for phase 2.
5. The CLOMR will be prepared as part of phase 2.

A1.06 *Final Design*

- A. After acceptance by Owner of the 60% documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Prepare Final Design Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Based on County comments on the Schematic Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 3. Refine offsite and onsite drainage analysis for preparation of site grading and FEMA Conditional Letter of Map Revision (CLOMR). Prepare a drainage report as required by the City of Reno and Truckee Meadows codes.
 4. Coordinate with subcontractors as needed to provide preliminary design documents.
 5. Coordinate with premanufactured building supplier to provide preliminary design documents for a restroom and concession stand.
 6. Perform a sewer analysis and prepare a sewer report as needed.
 7. Create TMWA and NDOT plans as needed to obtain necessary permits.
- B. Deliverables:
 1. Full Final Design plans.
 2. Technical Specifications.
 3. Sewer Report.
 4. Drainage Report.
 5. TMWA plans for permit.
 6. NDOT plans for permit.
 7. Engineer's opinion of probable cost.
 8. Third-Party cost estimate
- C. Assumptions:
 1. Permitting fees are not included in this scope of work. DOWL can advance permit fees for the Client, subject to 15% markup. DOWL will provide permitting assistance as a part of the Permitting Phase.
 2. County will provide front end specifications, DOWL will only provide technical specifications.



A1.07 *Permitting Engineering Services*

- A. After acceptance by Owner of the Final Design documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Coordinate for permits from the following agencies:
 - a. City of Reno
 - b. NDOT
 - c. TMWA
 - d. NV Energy
 - e. Nevada Department of Environmental Protection (NDEP)
 - f. Washoe County
- B. Deliverables:
 - 1. Permits applications as defined above.
- C. Assumptions:
 - 1. Permitting fees are not included in this scope of work. DOWL can advance permit fees for the Client, subject to 15% markup. DOWL will provide permitting assistance as a part of the Permitting Phase.
 - 2. It is assumed that the project will be broken into two phases at the commencement of the 60% design. The final design for phase 1 will be completed before the final design for phase 2.
 - 3. The CLOMR and NDOT plans will be prepared as part of phase 2.

A1.08 *Subconsultants*

- A. DOWL shall contract with and coordinate with subconsultants needed to complete design. These consultants are:
 - 1. Mechanical Engineer
 - 2. Geotechnical Engineer
 - 3. Traffic Engineer
 - 4. Landscape Architect
 - 5. Field Designer
- B. Deliverables:
 - 1. There are no deliverables as part of this task.
- C. Assumptions:
 - 1. This list of subconsultants is compiled with the best available knowledge provided by the Client. Should scope of services change and new subconsultants are required, the fee estimate provided shall change to include any new subconsultants.
 - 2. DOWL will not charge the 15% standard markup on subconsultant fees.



A1.09 *Bid Assistance*

- A. After obtaining required permits, or as directed by the Client, DOWL will provide bidding assistance as follows:
 - 1. Attend a pre-bid conference.
 - 2. Review and provide comments of Contract Documents in accordance with engineered plans and specs.
 - 3. Answer pre-bid questions related to engineering items.
 - 4. Provide addendums as needed for bidding purposes related to engineering items.
- B. Assumptions:
 - 1. The County will perform all advertising and award for bidding purposes.

A1.10 *Construction Engineering Administration*

- A. Upon successful completion of the Bid Assistance and Permitting Engineering Services Phase, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare a Conformed Set of construction drawings and specifications for construction.
 - 2. *General Administration of Construction Contract:* Consult with Owner and act as Owner's engineering representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - 3. *Resident Project Engineer (RPE):* Provide the services of an RPE at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPE are as set forth in Attachment 2. The furnishing of such RPE's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Attachment 2.
 - 4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - 5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design engineering professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in

general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
8. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
11. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the Additional Services provisions of Paragraph A2.02 of this Exhibit A.
12. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent

evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

13. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
15. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions (if any), schedules, guarantees, bonds, certificates or other evidence of insurance required by the close out requirements of the Contract Documents, and any certificates of inspection, tests and approvals, Shop Drawings, Samples and other



data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

16. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated above, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Part 2 below, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth herein or in the Construction Contract.

C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

1. Assumptions:

a. Inspection/Observation shall be part time and shall include. Observance of critical features will require the coordination by the Contractor.

A1.11 *Contingency*

A. This Phase is provided as contingency for the project described herein. This shall only be used at the direction of the Client.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings,



Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Part 1, Basic Services, if any.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.

Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

7. Furnishing services of Consultants for other than Basic Services.
8. Services attributable to more prime construction contracts than specified in Part 1, Basic Services, if any.
9. If not required as part of Basic Services defined in Part 1 above, preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
10. If not required as part of Basic Services defined in Part 1 above, preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
11. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
12. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Part 1, Basic Services, including any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
13. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
14. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
15. If not required as part of Basic Services defined in Part 1 above, preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
16. If not required as part of Basic Services defined in Part 1 above, preparation of operation and maintenance manuals.
17. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner other than those required under Part 1, Basic Services.



19. If not required as part of Basic Services defined in Part 1 above, assistance in connection with the adjusting of Project equipment and systems.
20. If not required as part of Basic Services defined in Part 1 above, assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
21. If not required as part of Basic Services defined in Part 1 above, assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
22. If not required as part of Basic Services defined in Part 1 above, overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 2. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 3. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 4. Services during the Construction Phase rendered after the original date for completion of the Work referred to above.
 5. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

PART 3 - COMPENSATION

A3.01 Basic Services – Lump Sum

Article I of the Agreement is supplemented to include the following agreement of the parties:

- A. Owner shall pay Engineer for Basic Services set forth in this Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 1. A Lump Sum amount of \$798,980.00 based on the following estimated distribution of compensation:
 - a. Project Management Phase \$19,410.00



- | | |
|--|---------------------|
| b. Survey Phase | <u>\$80,000.00</u> |
| c. 30% Design Phase | <u>\$104,100.00</u> |
| d. 60% Design Phase | <u>\$124,270.00</u> |
| e. Final Design Phase | <u>\$88,960.00</u> |
| f. Permitting Engineering Services | <u>\$39,090.00</u> |
| g. Subconsultants | <u>\$195,800.00</u> |
| h. Bid Assistance Phase | <u>\$8,140.00</u> |
| i. Construction Engineering Administration | <u>\$83,210.00</u> |
| j. Contingency | <u>\$ 56,000.00</u> |
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated above is conditioned on a period of service not exceeding 24 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

A3.02 Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 of Exhibit A, an amount equal to that separately negotiated prior to performing the Additional Services based on the nature of the required Additional Services.
 2. For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.02, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. Other Provisions Concerning Payment For Additional Services:
1. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.



NEVADA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Administrator I	\$85	GIS Specialist	\$120
Administrator II	\$100	GIS Technician I	\$100
Administrator III	\$110	GIS Technician II	\$110
Administrator IV	\$120	Hydrogeologist I	\$125
CAD Drafter I	\$90	Hydrogeologist II	\$150
CAD Drafter II	\$105	Intern	\$70
CAD Drafter III	\$115	Planner I	\$105
Construction Inspector I	\$120	Planner II	\$130
Construction Inspector II	\$135	Planner III	\$145
Construction Inspector III	\$140	Professional Surveyor	\$170
Construction Inspector IV	\$190	Project Assistant I	\$100
Designer I	\$120	Project Coordinator	\$115
Designer II	\$135	Proposal Specialist	\$100
Designer III	\$145	Regulatory & Env. Specialist	\$125
Electrical and Controls – Engineer in Training	\$145	Risk Manager	\$185
Electrical Engineer I	\$140	Senior Electrical Engineer	\$185
Electrical Engineer II	\$150	Senior Engineer	\$180
Electrical Engineer III	\$160	Senior Engineer II	\$195
Electrical Engineer in Training I	\$115	Senior Engineer III	\$210
Electrical Engineer in Training II	\$125	Senior Hydrogeologist	\$210
Engineer I	\$125	Senior Manager I	\$225
Engineer II	\$140	Senior Manager II	\$245
Engineer III	\$155	Senior Manager III	\$255
Engineer in Training I	\$105	Senior Professional Surveyor	\$190
Engineer in Training II	\$115	Senior Survey Technician	\$155
Engineer IV	\$170	Survey Technician I	\$100
Environmental Specialist I	\$105	Survey Technician II	\$120
Environmental Specialist II	\$120	Survey Technician III	\$140
Environmental Specialist III	\$135	Utility Operator	\$130
Field Project Representative	\$130	Water Resource Specialist	\$180
GIS Analyst I	\$135	Water Rights Specialist I	\$135
GIS Analyst II	\$160	Water Rights Specialist II	\$155



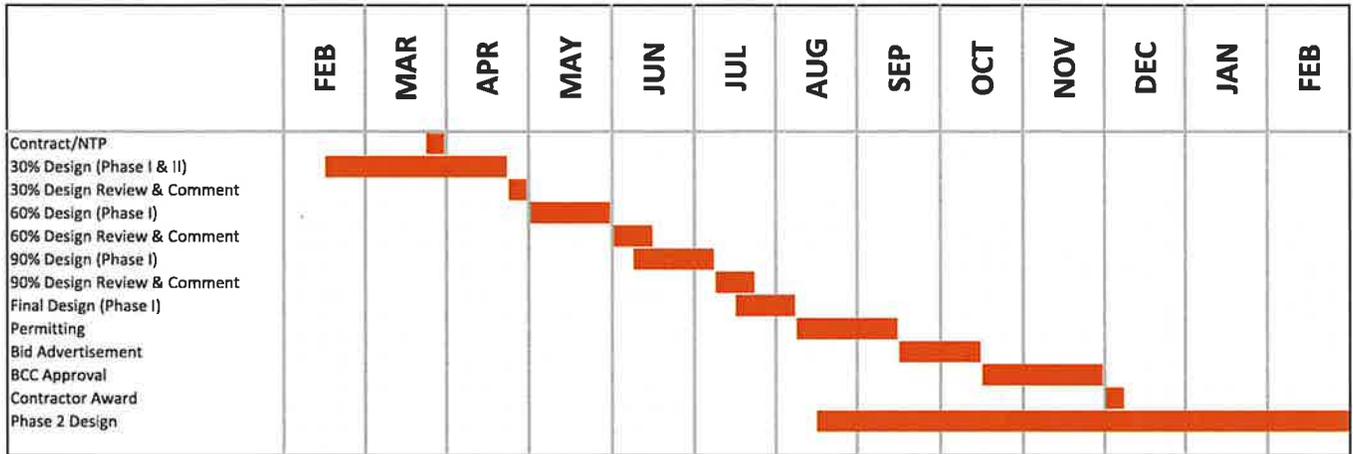
Water Rights Specialist III	\$190	Water Rights Technician II	\$100
Water Rights Technician I	\$90	Water Rights Technician III	\$110

Survey Crews

One-Person Survey Crew	=	\$160 /hour
Two-Person Survey Crew	=	\$270 /hour

Other Fees and Charges

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case-by-case basis.





Project: So. Valleys Regional Park - Zone 1 Design + CM
Client: Washoe County
Project or Contract #: TBD
2/15/2024

Prepared By:
L. Tipton
 Reviewed By:
SC/GL/CS

Summary

Phase Name	Task	Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
		Hours	Cost			
Project Engineering	1 Project Coordination and Management	28	\$ 4,660.00	\$ -	\$ -	\$ 4,660.00
	2 Monthly Reports/Progress Billings	6	\$ 1,140.00	\$ -	\$ -	\$ 1,140.00
	3 Meetings	40	\$ 9,100.00	\$ -	\$ -	\$ 9,100.00
	4 Project Management Plan	15	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
	5 Project Quality Plan	8	\$ 1,510.00	\$ -	\$ -	\$ 1,510.00
	6		-	\$ -	\$ -	\$ -
	7		-	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	97	\$ 19,410.00	\$ -	\$ -	\$ 19,410.00
Survey	1 Topographic	-	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
	2 Record Mapping Boundary	-	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
	3 Construction Staking	-	\$ -	\$ -	\$ -	\$ -
	4 Easements (Assume 2)	-	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
	5		-	\$ -	\$ -	\$ -
	6		-	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	-	\$ 80,000.00	\$ -	\$ -	\$ 80,000.00
30% Design	1 Grading	100	\$ 13,800.00	\$ -	\$ -	\$ 13,800.00
	2 Site Design	60	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00
	3 Water & Sewer & Reclaim	106	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
	4 Drainage Analysis - Site	60	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00
	5 Drainage Analysis - Offsite	170	\$ 23,850.00	\$ -	\$ -	\$ 23,850.00
	6 Roads & Parking	60	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00
	7 Cost Estimates	64	\$ 9,600.00	\$ -	\$ -	\$ 9,600.00
	8 Electrical	60	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00
	9 Quality Control	14	\$ 3,450.00	\$ -	\$ -	\$ 3,450.00
	10		-	\$ -	\$ -	\$ -
	11		-	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	694	\$ 104,100.00	\$ -	\$ -	\$ 104,100.00
60% Design	1 Grading	78	\$ 10,920.00	\$ -	\$ -	\$ 10,920.00
	2 Site Design	78	\$ 10,920.00	\$ -	\$ -	\$ 10,920.00
	3 Water & Sewer & Reclaim	98	\$ 13,420.00	\$ -	\$ -	\$ 13,420.00
	4 Drainage Analysis - Site	58	\$ 8,420.00	\$ -	\$ -	\$ 8,420.00
	5 Drainage Analysis - Offsite	98	\$ 13,420.00	\$ -	\$ -	\$ 13,420.00
	6 Roads & Parking	78	\$ 10,920.00	\$ -	\$ -	\$ 10,920.00
	7 Cost Estimates	62	\$ 9,220.00	\$ -	\$ -	\$ 9,220.00
	8 Quality Control	20	\$ 5,040.00	\$ -	\$ -	\$ 5,040.00
	9 General Sheets	28	\$ 3,760.00	\$ -	\$ -	\$ 3,760.00
	10 Detail Sheets	48	\$ 6,520.00	\$ -	\$ -	\$ 6,520.00



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Summary

Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
	11	Erosion Control	20	\$ 2,760.00	\$ -	\$ -	\$ 2,760.00
	12	Electrical	120	\$ 24,000.00	\$ -	\$ -	\$ 24,000.00
	13	Structural	30	\$ 4,950.00	\$ -	\$ -	\$ 4,950.00
	14		-	\$ -	\$ -	\$ -	\$ -
	15		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal		816	\$ 124,270.00	\$ -	\$ -	\$ 124,270.00
Final Design	1	Grading	60	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00
	2	Site Design	60	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00
	3	Water & Sewer & Reclaim	60	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00
	4	Drainage Analysis - Site	60	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00
	5	Drainage Analysis - Offsite	60	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00
	6	Roads & Parking	60	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00
	7	Cost Estimates	16	\$ 2,560.00	\$ -	\$ -	\$ 2,560.00
	8	Quality Control	6	\$ 1,330.00	\$ -	\$ -	\$ 1,330.00
	9	TMWA Plans	60	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00
	10	NDOT Plans	32	\$ 4,520.00	\$ -	\$ -	\$ 4,520.00
	11	Electrical	70	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00
	12	Structural	30	\$ 4,950.00	\$ -	\$ -	\$ 4,950.00
	13		-	\$ -	\$ -	\$ -	\$ -
	14		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal		574	\$ 88,960.00	\$ -	\$ -	\$ 88,960.00
Permitting Engineering Services	1	City of Reno - Grading	20	\$ 2,760.00	\$ -	\$ -	\$ 2,760.00
	2	City of Reno - Site	28	\$ 3,760.00	\$ -	\$ -	\$ 3,760.00
	3	City of Reno - Building	20	\$ 2,760.00	\$ -	\$ -	\$ 2,760.00
	4	City of Reno - Stormwater	16	\$ 2,260.00	\$ -	\$ -	\$ 2,260.00
	5	NDOT - Occupancy	20	\$ 2,760.00	\$ -	\$ -	\$ 2,760.00
	6	NDOT - Traffic Study/Intersection	12	\$ 1,760.00	\$ -	\$ -	\$ 1,760.00
	7	NDOT - Lighting	12	\$ 1,760.00	\$ -	\$ -	\$ 1,760.00
	8	City of Reno - Entitlements	-	\$ -	\$ -	\$ -	\$ -
	9	TMWA - Water Service	20	\$ 2,760.00	\$ -	\$ -	\$ 2,760.00
	10	NV Energy	28	\$ 3,760.00	\$ -	\$ -	\$ 3,760.00
	11	FEMA - CLOMR	44	\$ 11,360.00	\$ -	\$ -	\$ 11,360.00
	12	SWPPP	20	\$ 2,760.00	\$ -	\$ -	\$ 2,760.00
	13	Washoe County	4	\$ 630.00	\$ -	\$ -	\$ 630.00
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal		244	\$ 39,090.00	\$ -	\$ -	\$ 39,090.00
	1	Mechanical	-	\$ -	\$ -	\$ -	\$ -
	2	Geotechnical	4	\$ 760.00	\$ -	\$ 45,000.00	\$ 45,760.00



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Summary

Phase Name	Task	Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals	
		Hours	Cost				
Subconsultants	3 Traffic	4	\$ 760.00	\$ -	\$ 30,000.00	\$ 30,760.00	
	4 Cost Estimating	4	\$ 760.00	\$ -	\$ 10,000.00	\$ 10,760.00	
	5 Landscape Architecture	4	\$ 760.00	\$ -	\$ 37,000.00	\$ 37,760.00	
	6 Field Designer	4	\$ 760.00	\$ -	\$ 70,000.00	\$ 70,760.00	
	7	-	\$ -	\$ -	\$ -	\$ -	
	8	-	\$ -	\$ -	\$ -	\$ -	
	9	-	\$ -	\$ -	\$ -	\$ -	
	10	-	\$ -	\$ -	\$ -	\$ -	
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal		20	\$ 3,800.00	\$ -	\$ 192,000.00	\$ 195,800.00
	Bid Assistance	1 Contract Documents	42	\$ 6,030.00	\$ -	\$ -	\$ 6,030.00
2 Bid Advertisement		-	\$ -	\$ -	\$ -	\$ -	
3 Bid Addendums		8	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	
4 Bid Tab		-	\$ -	\$ -	\$ -	\$ -	
5 Bid Award		-	\$ -	\$ -	\$ -	\$ -	
6 Pre-Bid Conference		4	\$ 910.00	\$ -	\$ -	\$ 910.00	
7		-	\$ -	\$ -	\$ -	\$ -	
8		-	\$ -	\$ -	\$ -	\$ -	
<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal		54	\$ 8,140.00	\$ -	\$ -	\$ 8,140.00	
Construction Engineering Administration	1 Conformed Set	24	\$ 3,520.00	\$ -	\$ -	\$ 3,520.00	
	2 Contracting	8	\$ 1,510.00	\$ -	\$ -	\$ 1,510.00	
	3 PreConstruction Conference	10	\$ 1,730.00	\$ -	\$ -	\$ 1,730.00	
	4 Project Management/Contract Administration	100	\$ 12,600.00	\$ -	\$ -	\$ 12,600.00	
	5 Construction Engineering	40	\$ 7,600.00	\$ -	\$ -	\$ 7,600.00	
	6 Resident Inspector (part time, underground only)	450	\$ 56,250.00	\$ -	\$ -	\$ 56,250.00	
	7	-	\$ -	\$ -	\$ -	\$ -	
8	-	\$ -	\$ -	\$ -	\$ -		
<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal		632	\$ 83,210.00	\$ -	\$ -	\$ 83,210.00	
Contingency	1 Contingency	-	\$ 56,000.00	\$ -	\$ -	\$ 56,000.00	
	2	-	\$ -	\$ -	\$ -	\$ -	
	3	-	\$ -	\$ -	\$ -	\$ -	
	4	-	\$ -	\$ -	\$ -	\$ -	
<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal		-	\$ 56,000.00	\$ -	\$ -	\$ 56,000.00	
TOTAL		3131	\$ 606,980.00	\$ -	\$ 192,000.00	\$ 798,980.00	

EXHIBIT B**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
AGREEMENTS WITH DESIGN PROFESSIONALS
HIDDEN VALLEY REGIONAL PARK RECLAIM WATER
MANAGEMENT PLANS****INDEMNIFICATION**PROFESSIONAL Liability

PROFESSIONAL agrees to defend, indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the design professional or the employees or agents of the design professional in the performance of the contract. If the insurer by which the design professional is insured against professional liability does not so defend the public body and the employees, officers and agents of the public body and the design professional is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body by the design professional in an amount which is proportionate to the liability of the design professional. (See: NRS 338.155). Professional's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of DOWL's actual liability obligation hereunder.

As used in this section, "agents" means those persons who are directly involved in and acting on behalf of COUNTY or PROFESSIONAL, as applicable, in furtherance of the contract or the public work to which the contract pertains.

General Liability

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

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

GENERAL REQUIREMENTS

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

INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PROFESSIONAL or any Sub-PROFESSIONAL by COUNTY. PROFESSIONAL agrees, as a precondition to the performance of any work

under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If PROFESSIONAL is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

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

MINIMUM LIMITS OF INSURANCE

PROFESSIONAL shall maintain coverages and limits no less than:

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

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

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of PROFESSIONAL, including the insured's general supervision of PROFESSIONAL; products and completed operations of PROFESSIONAL; or premises owned, occupied or used by PROFESSIONAL. Any additional cost associated with this provision shall be the responsibility of COUNTY.
- b. PROFESSIONAL'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of PROFESSIONAL'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. PROFESSIONAL'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. PROFESSIONAL'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUB-PROFESSIONALS

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

MISCELLANEOUS CONDITIONS

1. PROFESSIONAL shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by PROFESSIONAL, any Sub-PROFESSIONAL, or anyone employed, directed or supervised by PROFESSIONAL.

2. Nothing herein contained shall be construed as limiting in any way the extent to which PROFESSIONAL may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-PROFESSIONALS under it.
3. In addition to any other remedies COUNTY may have if PROFESSIONAL fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order PROFESSIONAL to stop work under this Agreement and/or withhold any payments which become due PROFESSIONAL here under until PROFESSIONAL demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.

EXHIBIT C

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.