

Recorder's Office Cover Sheet

Recording Requested By:

Name: Jeremy Hutchings

Department: Community Development



00175887202310032030140144

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

12/14/23
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

CONTRACT FOR PROFESSIONAL SERVICES BY AL DEPUTY
FUNDED FROM FEDERAL FUNDS
22F29.10 Buckeye Creek Flood Mitigation Feasibility Study

AN AGREEMENT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

KIMLEY-HORN AND ASSOCIATES, INC.

This Agreement ("Agreement") is entered into by and between Douglas County, 1594 Esmeralda Avenue, Minden, Nevada, 89423, a political subdivision of the State of Nevada (the "County"), and Kimley-Horn and Associates, Inc., 7900 Rancharrah Parkway, Suite 100, Reno, NV 89511 (the "Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the County is permitted to use Federal funding the County has received to contract with Contractor to provide the professional services referenced herein; and

WHEREAS, the Contractor must comply with all applicable legal and regulatory requirements for the use of Federal funding, including all applicable compliance requirements and all applicable Uniform Administrative Requirements, Cost Principles; and

WHEREAS, the Douglas County Board of Commissioners has approved using Federal funding in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. This Agreement is effective on the date signed by both parties and shall continue in effect until all services referenced in the Agreement are performed by Contractor, but in no event later than June 30, 2024, unless earlier terminated by either party in accordance with the terms of this Agreement.

2. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed by Contractor are as follows: Prepare a study to determine the feasibility of installing a new diversion structure on the Buckeye Creek and re-establishing a ditch within an existing easement to route flood flows north to Dangberg irrigation reservoirs #3 and #4 as further detailed in the Contractor's Proposal attached hereto as Exhibit A.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 for a total cost not to exceed Twenty-Four Thousand Six Hundred Five dollars and

Fifty Cents, \$24,605.50 payable by County to Contractor from Federal funding. Contractor agrees to submit invoices detailing the work completed within ten days of the end of the prior month for any services rendered. County will pay invoices it receives within 30 days after receipt. County reserves the right to withhold or reduce payment under this Agreement if County determines, in its sole discretion, that Contractor has failed to comply with any applicable laws and regulations regarding the use of Federal funding.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation license fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, and its associates and employees shall have the status of independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a) Contractor has the right to perform services for others during the term of this Agreement.
- b) Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c) Contractor shall not be assigned a work location on County premises.
- d) Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e) Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f) Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; provided, however, times for performance shall be extended as necessary and

Contractor shall not be liable or be deemed in breach due to any delay caused by factors outside the Contractor's reasonable control; County shall not hire, supervise or pay any assistants to help Contractor.

- g) Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h) County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- i) Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. INDUSTRIAL INSURANCE. Contractor shall, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

Kimley-Horn has entered into a contract with Douglas County to perform work from November 30, 2023, through June 30, 2024, and requests that the insurer provide to Douglas County (1) a certificate of coverage issued pursuant to NRS 616B.627 and (2) notice of any lapse in coverage or nonpayment of coverage that Kimley-Horn is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the Contract. If Contractor does not maintain coverage throughout the entire term of the Contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order the Contractor to stop work, suspend the Contract, or terminate the Contract.

6. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all federal requirements regarding the expenditure of Federal funds that are in effect as of the effective date of this Agreement, and that may later be enacted or promulgated,

including, without limitation, 31 CFR Part 35 and 2 CFR Part 200. Pursuant to 2 CFR §200.316 any real property, equipment, and intangible property, that are acquired or improved with a Federal funds must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

7. **ADMINISTRATION OF AGREEMENT.** The individuals listed below shall administer this Agreement on behalf of the parties. All communications between Contractor and County and notices required under this Agreement shall be sent to the individuals listed below:

County: **Douglas County, Nevada**
Attn: Jeremy J. Hutchings, PE County Engineer
Address: 1594 Esmeralda Avenue
PO Box 218
Minden, NV 89423
Ph: 775.782.9063
Email: jhutchings@douglasnv.us

Contractor: **Kimley-Horn and Associates, Inc.**
Attn: Nagasekhar R. Gorla, PE, CFM
Project Manager
Address: 7900 Rancharra Parkway, Suite 100
Reno, NV 89511
Ph: 775.787.7552
Email: shaker.gorla@kimley-horn.com

8. **AUDIT AND INSPECTION OF CONTRACTOR RECORDS.** Upon request of the County, Contractor shall make available to the County for examination all of Contractor's records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Contractor shall maintain such records in an accessible location and condition for a period of not less than six years following the termination of this Agreement, unless County agrees in writing to an earlier disposition.

9. **TERMINATION OF AGREEMENT.** The County may, upon written notice to Contractor, terminate this Agreement in whole or in part, for any reason, upon 30 days advance written notice to Contractor. In the event of termination, Contractor shall be paid for all services rendered to County up to the effective date of termination.

10. **SUSPENSION AND DEBARMENT CERTIFICATION.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, Contractor certifies that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. By signing this Agreement, Contractor certifies that

he/she/it has not been suspended or debarred from federal projects, and is fully eligible to receive federal funding.

11. CIVIL RIGHTS REQUIREMENTS. The following requirements apply to the underlying Agreement:

(1) Nondiscrimination -In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements issued.

(2) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the underlying Agreement:

(a) Race, Color, Creed, National Origin, Sex, Age -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements issued.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements issued.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements issued.

12. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

13. Buy American (when appropriate). Products permanently incorporated into the work are subject to the Federal Buy America requirements as set forth in 23 CFR 635.410. Buy America requirements apply to all steel or iron materials for permanent incorporation in the work. The steel or iron material must have all manufacturing process occur in the United States. "Manufacturing" includes all processes that affect the size, shape, and finish of the steel (coating, forming, plating, galvanizing, etc.). A Buy America Waiver must be requested and approved by the funding agency prior to commencement of work.

14. Domestic Preferences for Procurement. 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

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

15. Davis-Bacon Act (when appropriate). Davis-Bacon Act as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

16. CLEAN AIR AND WATER ACTS. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended—Contracts and subgrants of amounts in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of his/her/its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

18. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County (except for claims based upon or arising out of professional services) from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, to the extent arising out of any alleged negligent or willful and wrongful acts or omissions of Contractor, its officers, employees, agents, volunteers, or other representatives arising out of or related to Contractor's professional performance under this Agreement. Notwithstanding the obligation of Contractor to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the misconduct of Contractor, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

19. CONSTRUCTION OF AGREEMENT. The Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Agreement. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs

will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

20. FEDERAL CHANGES. The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in any funding documentation, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

21. MODIFICATION OF CONTRACT. This Agreement constitutes the entire agreement and understanding between the Parties. All other representations, oral or written, are superseded by this Agreement. This Agreement may only be modified by a written amendment signed by both of the Parties.

22. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either County or Contractor.

23. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the County.

24. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Agreement.

25. COUNTERPARTS. This Agreement may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be signed and intend to be legally bound thereby.

Kimley-Horn and Associates, Inc.
By: Heath Hildebrandt Date 11/1/2023
Heath Hildebrandt, PE
Associate

Douglas County, Nevada
By: Jennifer R. Davidson Date 12/13/23
Jennifer R. Davidson, Douglas County Manager

**KHAMT
31**

Exhibit A
Project Scope

COPY

EXHIBIT A

Page 1 of 3

Kimley»»Horn

November 1, 2023

Via Email (jhutchings@douglasnv.us)

Mr. Jeremy Hutchings, P.E. - County Engineer
Douglas County Community Development
1594 Esmeralda Avenue
Minden, Nevada 89423

**Subject: Exhibit A - Scope of Services
Buckeye Creek Flood Mitigation Feasibility Study
Douglas County, Nevada**

Dear Mr. Hutchings:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit the following scope of services to perform the Buckeye Creek Flood Mitigation Feasibility Study for Douglas County Community Development ("County/Client"). The following scope of services and fees are based on the preliminary scope of work included in the Request for Qualifications (RFQ) issued by the County and Kimley-Horn's understanding of the project requirements as outlined in our response to the County's RFQ.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1: Kickoff Meeting and Site Visit

Following the execution of the contract, Kimley-Horn will schedule an in-person project kick-off meeting. This meeting is expected to be attended by both Douglas County and Kimley-Horn personnel directly involved in the project. The primary objective is to gain a comprehensive understanding of the project's scope and to make any necessary refinements. Subsequently, a reconnaissance field visit led by Kimley-Horn personnel will be conducted to document the existing conditions on-site and identify any significant issues requiring resolution. Several photographs will be taken to document the existing conditions during the site visit and may be included in the feasibility study report.

Task 2: Data Collection and Review

Kimley-Horn understands that the County recently engaged an external engineering firm to evaluate the upstream flood storage's impact on downstream flood mitigation. This firm has prepared a two-dimensional hydraulic model of Buckeye Creek. Kimley-Horn will obtain the two-dimensional hydraulic model and the report prepared by the County's engineering consultant. This data will be used as the basis for analyzing the impacts of the proposed diversion ditch on downstream flooding. Additionally, if the topographic data from this study is unavailable or unusable for any reason, Kimley-Horn will secure LiDAR topographic data from the United States Geological Survey (USGS) to facilitate our analyses.

Task 3: Hydraulic Analysis

Base maps will be prepared by compiling the topographic data, County-provided data, and other pertinent data obtained from other sources, as needed. Two sets of hydraulic models will be prepared—the first hydraulic model will be a one-dimensional HEC-RAS model representing the proposed diversion ditch from Buckeye Creek to Dangberg Reservoirs. The HEC-RAS model geometry data will be sampled from underlying terrain data and the proposed diversion flow be inserted at the upstream end of the HEC-RAS model. The downstream boundary condition will be set as normal depth, approximating the downstream slope beyond the Dangberg reservoirs. The second set of hydraulic analyses will involve updates to the existing two-dimensional hydraulic model developed by the County's engineering consultant. This will simulate reduced flows downstream from the proposed diversion point. The results of the hydraulic model will be processed using ArcGIS, generating revised inundation maps depicting floodplain extents. A comparative analysis of floodplain extents with and without the flood diversion structure will be presented to illustrate the positive impacts of the diversion on downstream properties.

Task 4: Preliminary Engineering Plans and Probable Construction Cost Estimates

Building on the hydraulic analyses, Kimley-Horn will prepare a preliminary set of improvement plans (at the 15% design level) that could be used for internal discussions and present at public meetings to seek feedback from the public and stakeholders. These preliminary plans will show the location of the diversion point from Buckeye Creek and the proposed horizontal alignment of the diversion ditch from the diversion point to Dangberg Reservoirs. The set of preliminary improvement plans will also show approximate vertical alignment, typical cross-sections of the proposed diversion ditch, and other standard and project-specific details. Using the preliminary engineering plans as the basis, an itemized estimate of probable construction costs will be prepared that could be used in the grant funding requests or to program in capital improvement projects.

Task 5: Draft and Final Feasibility Study Report

Based on the findings from the hydraulic analyses and the preliminary engineering plans, a draft feasibility report will be generated. This report will identify any constraints and challenges associated with constructing the proposed flood diversion ditch. It will also outline permitting requirements and explore potential grant funding opportunities. The draft report will be submitted to Douglas County and other relevant regulatory agencies for review. Any comments received during this review will be addressed by Kimley-Horn, and comprehensive responses will be provided. Subsequently, a final feasibility report will be issued, which can be utilized in construction funding requests and project planning.

SERVICES NOT INCLUDED

Any other services which are not specifically defined herein are not included in this proposal.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, and authorized by Client, will be billed as additional services and performed at our then-current hourly rates. Additional services that Kimley-Horn can provide include, but are not limited to, the following:

- Expansion of Scope to extend the ditch to connect with the outfall from Dangberg Reservoir #1
- Construction Documents
- Bid Documents
- Special Provisions
- FEMA Permitting, i.e., applications for CLOMR/LOMR

Kimley»Horn

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client.

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting the mutually agreed upon schedule.

FEE AND EXPENSES

Kimley-Horn will perform the services in Task 1-5 for the total lump sum fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost, and a preliminary estimate of these expenses are shown in the table below. All permitting, application, and similar project fees will be paid directly by the Client.

Task	Description	Fee
1	Kickoff Meeting and Site Visit	\$1,625 – Lump Sum
2	Data Collection and Review	\$2,720 – Lump Sum
3	Hydraulic Analysis	\$9,280 – Lump Sum
4	Preliminary Engineering Plans and Probable Construction Cost Estimates	\$6,230 – Lump Sum
5	Draft and Final Feasibility Study Report	\$3,580 – Lump Sum
N.A.	Office Expenses and Reimbursable Expenses	\$1,170.5 - Estimated

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Nagarekhal R. Gorla

Shaker Gorla, PE, CFM
Project Manager

Heath Hildebrandt

Heath Hildebrandt, PE
Associate

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

14 day of December, 2023

By [Signature] Deputy