

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name** Jeremy J. Hutchings

**Department:** Community Development

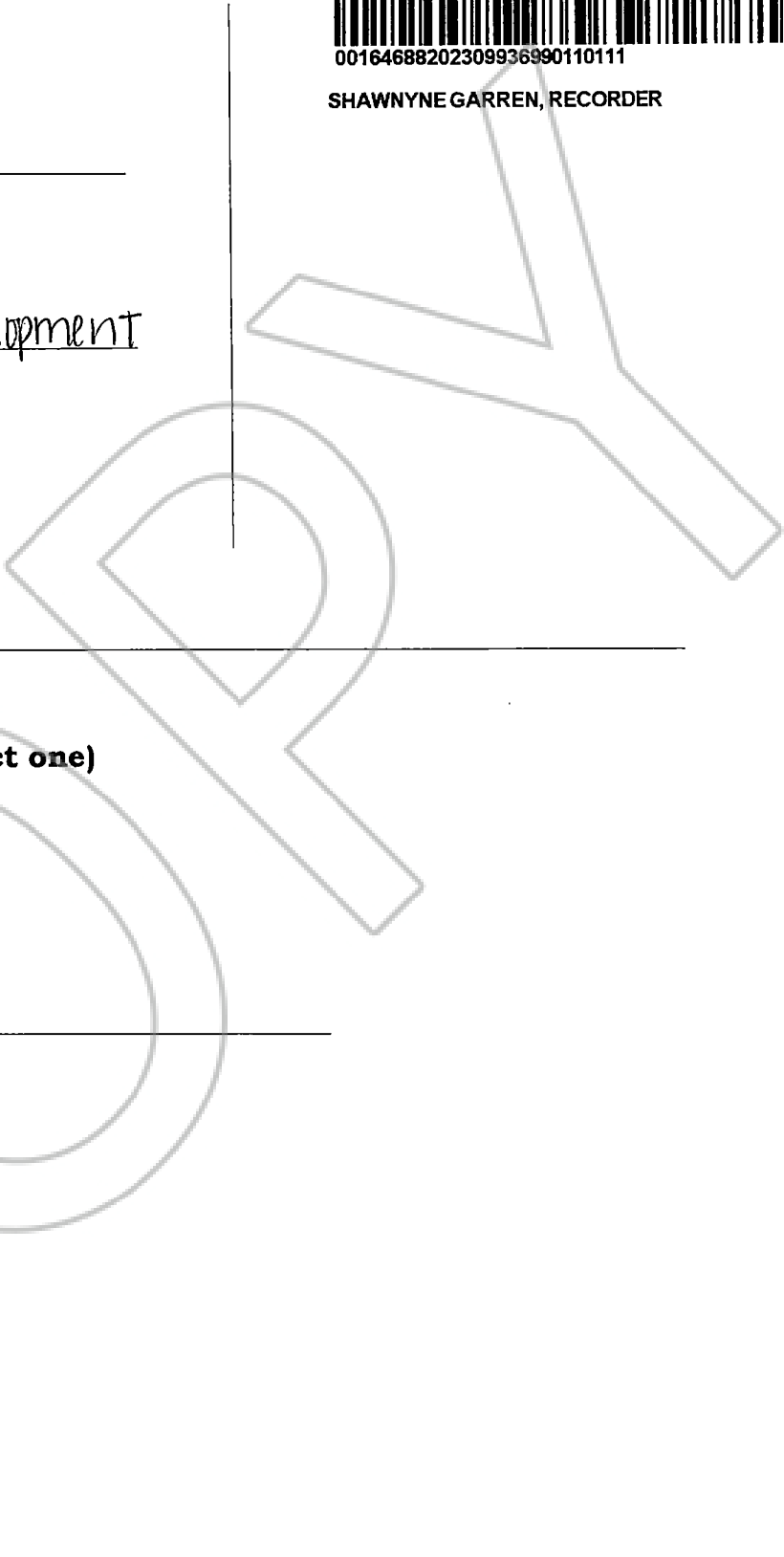


00164688202309936990110111

SHAWNYNE GARREN, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: \_\_\_\_\_



**FIRST AMENDMENT TO  
CONTRACT FOR PROFESSIONAL SERVICES**

**FILED**  
NO. 2023.021  

2/7/23 DATE
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**DOUGLAS COUNTY CLERK  
MINDEN, NV**  
BY AL **DEPUTY**

A CONTRACT BETWEEN  
**DOUGLAS COUNTY, NEVADA**  
AND  
**FARR WEST ENGINEERING**

**RECEIVED**  
**FEB 07 2023**  
DOUGLAS COUNTY  
COMMUNITY DEVELOPMENT

**FOR: PROFESSIONAL SERVICES TO SUPPORT DOUGLAS COUNTY  
DEVELOPMENT ENGINEERING REVIEW (ON-CALL)  
&  
LAND SURVEYING AND SURVEYING REVIEW (ON-CALL)**

This First Amendment (the "First Amendment") to the Contract for Professional Services (the "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 Farr West Engineering, 5510 Longley Lane, Reno, NV 89511 (the "Contractor"). The County and Contractor are at times collectively referred to herein as the "Parties" or individually as a "Party."

**WHEREAS**, the Agreement took effect on August 19, 2022, upon being signed by Douglas County Manager Patrick Cates;

**WHEREAS**, the Agreement was recorded with the Douglas County Recorder's Office on August 24, 2022, as document number 2022-988776, Purchase Order 2023-00000162;

**WHEREAS**, the Parties now desire to amend the Agreement by this First Amendment, consenting to a novation request by the contractor attached as Exhibit A which documents the merger between Farr West Engineering and DOWL, LLC.


**NOW, THEREFORE**, in consideration of the mutual promises and covenants made in the Agreement, which are incorporated into this First Amendment, and the foregoing recitals, the County and Contractor mutually agree as follows:

Contract Novation as described in the attached Exhibit A.

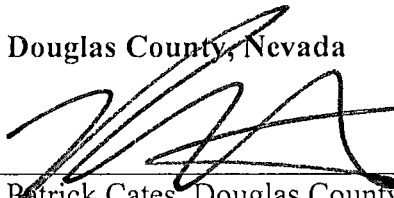
[Signatures on following page]

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

Farr West Engineering

By:  01/31/2023  
Damon McAlister, Principal Engineer (Date)

Douglas County, Nevada

By:  2/3/23  
Patrick Cates, Douglas County Manager (Date)

**FARR WEST**

ENGINEERING

December 25, 2022

Jeremy J. Hutchings  
Douglas County Community Development**Re: Farr West Engineering merger with DOWL, LLC  
Contract Novation**

The purpose of this letter is to inform you that effective January 1, 2023, DOWL LLC (DOWL) and Farr West Engineering (Farr West) will complete a transition to effectively merge Farr West into DOWL. Effective January 1, 2023, Farr West wishes to transfer and novate its existing agreements to DOWL.

We are requesting your written consent to novate the contracts associated with the following projects, to DOWL, per the terms of the associated Professional Services contracts in place, Subcontracts, and/or any associated task orders:

- Douglas County – On-call Engineering & Survey

We request that an authorized signatory of DOUGLAS COUNTY COMMUNITY DEVELOPMENT sign and return an executed copy of this letter per the instructions below. By signing below, DOUGLAS COUNTY COMMUNITY DEVELOPMENT acknowledges the sufficiency of this notice and consents to the novation of the benefits and obligations of the Professional Service Contracts for projects herein. By countersigning this letter, you give consent to the novation of the agreements and will not exercise any termination or other right that exists under the agreements that arise solely by virtue of this merger. Except as expressly set forth herein, this consent letter will not amend, modify, or otherwise affect the terms and conditions of the agreements which will remain in full force and effect.

**If the foregoing is acceptable to you, please have the appropriate person sign this letter and return via email to Korey Derrick, Risk Management Specialist at [kderrick@dowl.com](mailto:kderrick@dowl.com) with a copy to [risk@dowl.com](mailto:risk@dowl.com). Please retain a copy of this letter for your records. Please let us know if there are other necessary steps or actions to complete the novation process.**

If you have any questions regarding this request for consent to assign and novate, please contact Korey or me at the e-mails noted above. Thank you for your prompt attention and assistance in this matter.

Sincerely,  
Farr West Engineering*Brent Farr*Brent Farr, P.E.  
President

ACKNOWLEDGED, AGREED AND, WITH RESPECT TO THE NOVATION OF THE REFERENCED PROJECTS, CONSENTED:

BY (Signature):

NAME:

TITLE:

DATE:

*[Signature]*  
 \_\_\_\_\_  
*Patrick Carter*  
 \_\_\_\_\_  
*County Manager*  
 \_\_\_\_\_  
*2/3/23*  
 \_\_\_\_\_

**FIRST AMENDMENT TO  
CONTRACT FOR PROFESSIONAL SERVICES**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**FARR WEST ENGINEERING**

**FOR: ON-CALL BUILDING INSPECTIONS**

This First Amendment (the “First Amendment”) to the Contract for Professional Services (the “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 Farr West Engineering, 5510 Longley Lane, Reno, NV 89511 (the “Contractor”). The County and Contractor are at times collectively referred to herein as the “Parties” or individually as a “Party.”

**WHEREAS**, the Agreement took effect on August 19, 2022, upon being signed by Douglas County Manager Patrick Cates;

**WHEREAS**, the Agreement was recorded with the Douglas County Recorder’s Office on August 24, 2022, as document number 2022-988776, Purchase Order 2023-00000161;

**WHEREAS**, the Parties now desire to amend the Agreement by this First Amendment, consenting to a novation request by the contractor attached as Exhibit A which documents the merger between Farr West Engineering and DOWL, LLC.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants made in the Agreement, which are incorporated into this First Amendment, and the foregoing recitals, the County and Contractor mutually agree as follows:

Contract Novation as described in the attached Exhibit A.

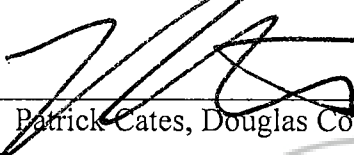
[Signatures on following page]

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

Farr West Engineering

By:  01/31/2023  
Damon McAlister, Principal Engineer (Date)

Douglas County, Nevada

By:  2/3/23  
Patrick Cates, Douglas County Manager (Date)

# FARR WEST

ENGINEERING

December 25, 2022

Jeremy J. Hutchings  
Douglas County Community Development

**Re: Farr West Engineering merger with DOWL, LLC  
Contract Novation**

The purpose of this letter is to inform you that effective January 1, 2023, DOWL LLC (DOWL) and Farr West Engineering (Farr West) will complete a transition to effectively merge Farr West into DOWL. Effective January 1, 2023, Farr West wishes to transfer and novate its existing agreements to DOWL.

We are requesting your written consent to novate the contracts associated with the following projects, to DOWL, per the terms of the associated Professional Services contracts in place, Subcontracts, and/or any associated task orders:

- Douglas County – FY23 On-Call Building Inspections

We request that an authorized signatory of DOUGLAS COUNTY COMMUNITY DEVELOPMENT sign and return an executed copy of this letter per the instructions below. By signing below, DOUGLAS COUNTY COMMUNITY DEVELOPMENT acknowledges the sufficiency of this notice and consents to the novation of the benefits and obligations of the Professional Service Contracts for projects herein. By countersigning this letter, you give consent to the novation of the agreements and will not exercise any termination or other right that exists under the agreements that arise solely by virtue of this merger. Except as expressly set forth herein, this consent letter will not amend, modify, or otherwise affect the terms and conditions of the agreements which will remain in full force and effect.

**If the foregoing is acceptable to you, please have the appropriate person sign this letter and return via email to Korey Derrick, Risk Management Specialist at [kderrick@dowl.com](mailto:kderrick@dowl.com) with a copy to [risk@dowl.com](mailto:risk@dowl.com). Please retain a copy of this letter for your records. Please let us know if there are other necessary steps or actions to complete the novation process.**

If you have any questions regarding this request for consent to assign and novate, please contact Korey or me at the e-mails noted above. Thank you for your prompt attention and assistance in this matter.

Sincerely,  
Farr West Engineering

*Brent Farr*

Brent Farr, P.E.  
President

ACKNOWLEDGED, AGREED AND, WITH RESPECT TO THE NOVATION OF THE REFERENCED PROJECTS, CONSENTED:

BY (Signature): *[Signature]*

NAME: Patrick Cates

TITLE: County Manager

DATE: 2/3/23

**FIRST AMENDMENT TO  
CONTRACT FOR PROFESSIONAL SERVICES**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**FARR WEST ENGINEERING**

**FOR: PLAN REVIEW SERVICES**

This First Amendment (the "First Amendment") to the Contract for Professional Services (the "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 Farr West Engineering, 5510 Longley Lane, Reno, NV 89511 (the "Contractor"). The County and Contractor are at times collectively referred to herein as the "Parties" or individually as a "Party."

**WHEREAS**, the Agreement took effect on August 19, 2022, upon being signed by Douglas County Manager Patrick Cates;

**WHEREAS**, the Agreement was recorded with the Douglas County Recorder's Office on August 24, 2022, as document number 2022-988776, Purchase Order 2023-00000160;

**WHEREAS**, the Parties now desire to amend the Agreement by this First Amendment, consenting to a novation request by the contractor attached as Exhibit A which documents the merger between Farr West Engineering and DOWL, LLC.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants made in the Agreement, which are incorporated into this First Amendment, and the foregoing recitals, the County and Contractor mutually agree as follows:


Contract Novation as described in the attached Exhibit A.

[Signatures on following page]



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

Farr West Engineering

By:  01/31/2023  
Damon McAlister, Principal Engineer (Date)

Douglas County, Nevada

By:  2/3/23  
Patrick Gates, Douglas County Manager (Date)

# FARR WEST ENGINEERING

December 25, 2022

Jeremy J. Hutchings  
Douglas County Community Development

Re: **Farr West Engineering merger with DOWL, LLC  
Contract Novation**

The purpose of this letter is to inform you that effective January 1, 2023, DOWL LLC (DOWL) and Farr West Engineering (Farr West) will complete a transition to effectively merge Farr West into DOWL. Effective January 1, 2023, Farr West wishes to transfer and novate its existing agreements to DOWL.

We are requesting your written consent to novate the contracts associated with the following projects, to DOWL, per the terms of the associated Professional Services contracts in place, Subcontracts, and/or any associated task orders:

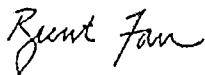
- Douglas County – On-call Building Plan Review

We request that an authorized signatory of DOUGLAS COUNTY COMMUNITY DEVELOPMENT sign and return an executed copy of this letter per the instructions below. By signing below, DOUGLAS COUNTY COMMUNITY DEVELOPMENT acknowledges the sufficiency of this notice and consents to the novation of the benefits and obligations of the Professional Service Contracts for projects herein. By countersigning this letter, you give consent to the novation of the agreements and will not exercise any termination or other right that exists under the agreements that arise solely by virtue of this merger. Except as expressly set forth herein, this consent letter will not amend, modify, or otherwise affect the terms and conditions of the agreements which will remain in full force and effect.

If the foregoing is acceptable to you, please have the appropriate person sign this letter and return via email to Korey Derrick, Risk Management Specialist at [kderrick@dowl.com](mailto:kderrick@dowl.com) with a copy to [risk@dowl.com](mailto:risk@dowl.com). Please retain a copy of this letter for your records. Please let us know if there are other necessary steps or actions to complete the novation process.


If you have any questions regarding this request for consent to assign and novate, please contact Korey or me at the e-mails noted above. Thank you for your prompt attention and assistance in this matter.

Sincerely,  
Farr West Engineering



Brent Farr, P.E.  
President

ACKNOWLEDGED, AGREED AND, WITH RESPECT TO THE NOVATION OF THE REFERENCED PROJECTS, CONSENTED:

BY (Signature): 

NAME: Paul Brock Cates

TITLE: County Manager

DATE: 2/3/23

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

7 day of February, 2023

By [Signature] Deputy