

Recorder's Office Cover Sheet

Recording Requested By:

Name: Jeremy Hutchings

Department: Community Development



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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

Agreement

Contract

Grant

Change Order

Easement

Other specify: _____

FILED

NO. 2023.069

05/09/2023
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

[Signature] DEPUTY

**CONTRACT FOR PROFESSIONAL SERVICES
FUNDED FROM FEDERAL FUNDS
22F29.11 BUCKEYE ROAD CAUSEWAY FEASIBILITY STUDY**

AN AGREEMENT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

R.O. ANDERSON ENGINEERING, 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 R.O. Anderson Engineering, 1603 Esmeralda Avenue, Minden, Nevada 89423 (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 the 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: a feasibility study for installation of large box culverts under Buckeye Road to prevent the road from overtopping during flood stage events 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 Seven Thousand Five Hundred Dollars and Zero Cents, \$7,500.00 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 45 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 all 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; 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:

R.O. Anderson Engineering, Inc. has entered into a contract with Douglas County to perform work from May 1st, 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 R.O. Anderson Engineering, Inc. 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:	Name:	Douglas County, Nevada
	Attn.:	Jeremy J. Hutchings, PE County Engineer
	Address:	1594 Esmeralda Avenue
		PO Box 218
		Minden, NV 89423
	Contact Number:	775.782.9063
Email:	jhutchings@douglasnv.us	
Contractor:	Name:	R.O. Anderson Engineering, Inc.
	Attn:	Robert O. Anderson, PE Principal Engineer
	Address:	PO Box 2229
		Minden, NV 89423
	Contact Number:	775.215.5026
Email:	randerson@roanderson.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, 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. 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.

15. 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).

16. 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.

17. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees, agents, volunteers, or other representatives arising out of or related to Contractor's 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 conduct 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.

18. 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.

19. 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.

20. 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.

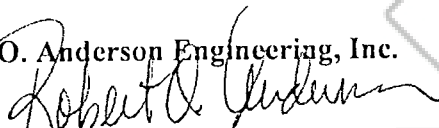
21. **THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either County or Contractor.

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

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

24. **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.

R.O. Anderson Engineering, Inc.
By:  5.3.2023
Robert O. Anderson, PE, Principal Engineer (Date)

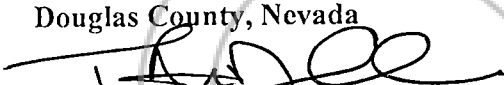
Douglas County, Nevada
By:  5.9.2023
Thomas A. Dallaire, PE, Community Development Director (Date)

Exhibit A

Project Scope



Anderson

May 3, 2023

Via Email

Jeremy Hutchings, PE, WRS, County Engineer
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue
Minden, NV 89423
email: jhutchings@douglasnv.us

Buckeye Road: Martin Slough Crossing/Causeway Feasibility Study Scope of Services¹

Dear Jeremy:

Thank you, again, for inviting R.O. Anderson Engineering to assist Douglas County further evaluate the feasibility of minimizing the overtopping of Buckeye Road, a major collector road, during a 1-percent annual chance (base flood) run-off event on the Martin Slough. In April 2020, on behalf of Douglas County, R.O. Anderson Engineering reviewed and provided a series of alternatives to accomplish this objective while complying with floodway requirements of the National Flood Insurance Program. Based on our conversations, we understand that the county has elected to further evaluate the feasibility of Alternative 9 as shown in that former analysis². The following paragraphs provide the scope of services we will undertake to evaluate the feasibility of this prospective project.

Professional Services

To document the understanding between us as to the scope of services that R.O. Anderson Engineering, Inc. (ROA) will perform, we are entering into this agreement with you. To avoid any misunderstandings, this Scope of Services and the attached *Agreement* define the tasks we will perform for you as well as each of our responsibilities under the agreement.

Task 1: Topographic Survey (Partial Site):

We will perform a topographic survey to generate 1-foot contours for that portion of the Buckeye Road right-of-way from the north driveway into the existing Judicial and Law Enforcement Center northeasterly to the existing driveway that services property owned by the Dean Seeman Foundation, APN 1320-29-301-006. This task includes the following services.

¹ This Scope of Services is also Exhibit A as referenced in the attached *Agreement*.

² Technical Memorandum - Proposed Crossing of Martin Slough at Buckeye Road, Alternative Analysis, April 9, 2020. Shaker Gorla, PE, CFM, R.O. Anderson Engineering, Inc.

Physical
1603 Esmeralda Avenue
Minden, Nevada 89423
● 775.782.2322

Mailing
P.O. Box 2229
Minden, Nevada 89423
● 775.782.2322

Minden, Nevada
P.O. Reno, Nevada

Anderson

Mr. Jeremy Hutchings
May 3, 2023
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- Locate all trees 6" in diameter and larger, fences, and any visible utility manhole, valve or handhole covers.
- Locate driveways, tops & toes of slopes, and drainage ditches/swales within 100 feet of each side of the existing right-of-way of Buckeye Road.
- Upon completion of the fieldwork, compile field data into one AutoCAD file and topographic map of the project area

Task 2: Schematic Design (30%)

Under this task, using the previous alternatives analysis and the topographic survey accomplished under Task 1, above, we will prepare a schematic design (30%) of the improvements required to accomplish the objective. These efforts will include verifying the hydraulic computations previously performed for this alternative based on topographic data and utility constraints and attempting to ascertain the constructed elevations of the Town of Minden's existing water main through available design drawings or record information. The improvement plans are expected to include the following sheets:

- a. Demolition Plan
- b. Plan and Profile of a portion of Buckeye Road

Task 3: Preliminary Estimate of Probable Construction Costs

Upon completion of the Schematic Design drawings, we will prepare a preliminary estimate of probable construction costs. The preliminary estimate of costs will be developed based on the estimated quantities and estimated unit prices for each major item of work needed to complete construction.

Task 4: Letter Report of Project Narrative and Summary of Findings

Under this task, we will prepare a letter report that provides a detailed narrative of the work required to complete the design, permit, and construct the proposed improvements to Buckeye Road to achieve and maintain a minimum of one open drivable lane during the 1-percent annual chance flood event on the Martin Slough. The letter report will include a summary of the findings through the 30% design effort including the preliminary estimate of probable construction costs, and recommendations of further design investigations needed through final design.

Budget: We offer these services on a lump sum basis for a fee of \$7,500.

Timing: We will initiate our efforts on the above-listed tasks within three weeks of authorization, and will complete the schematic design efforts, preliminary estimate of probable costs and the Letter Report within 100 working days of authorization to proceed.

Deliverables: Topographic survey of the project limits; Schematic Design of the

Anderson

Mr. Jeremy Hutchings
May 3, 2023
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proposed road and drainage improvements; Preliminary Estimate of Probably Project Costs, and Letter Report summarizing findings and recommendations.

Summary of Exclusions

In general, this proposal does not include services or deliverables not specifically mentioned above. These exclusions include but are not limited to the following.

- Any type of fees such as application, plan review, permit, bond, capacity or connection, utility contracts
- Traffic Impact Analysis or Traffic Study/Report, if required.
- Materials (QC) testing or inspection during construction
- Construction administration including review of material submittals, RFIs, pay requests etc.
- Construction stake-out
- FEMA permitting, i.e., applications for CLOMR/LOMR
- Dry Utility (e.g., power, telephone, or natural gas) design
- Permits not specifically offered above including, but not limited to, Grading Permit, Site Improvement Permit, SWPPP or SAD permits

Unanticipated Services

If an unanticipated need for additional services arises—such as, but not limited to additional land surveying, permitting assistance, or any other exogenous service not anticipated in this letter—ROA hereby agrees to perform additional services at a mutually agreed-upon price. These additional services will be priced separately utilizing a Change Order.

Payment Terms & Initial Payment

Work completed for tasks with a lump sum fee will be billed based on the estimated percent of project completed during the previous month. Additional payment policies can be found in the attached *Agreement*. If you wish to discuss any matter related to our billing policies or a specific invoice, we encourage you to contact us at the earliest opportunity.

Valid Until Date

The timing and fees outlined in this proposal are valid for a period of 15 working days from the date of this letter, after which this firm can no longer commit to the proposed fee or the proposed timing. Unexpected delays over which we have no control may also affect the delivery date. Upon authorization, the terms in this proposal, including the price and timing, will be valid for one year—after which the offered services may be amended, revised, or revoked.

Anderson

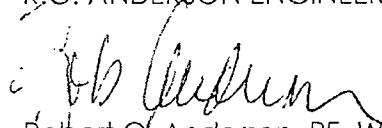
Mr. Jeremy Hutchings
May 3, 2023
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Please review this letter and the attached *Agreement* carefully. Should you have any questions or concerns after reviewing these documents, please contact me directly. Your signature below acknowledges and accepts the terms and services defined in these documents. After receiving your authorization, we will initiate our efforts.

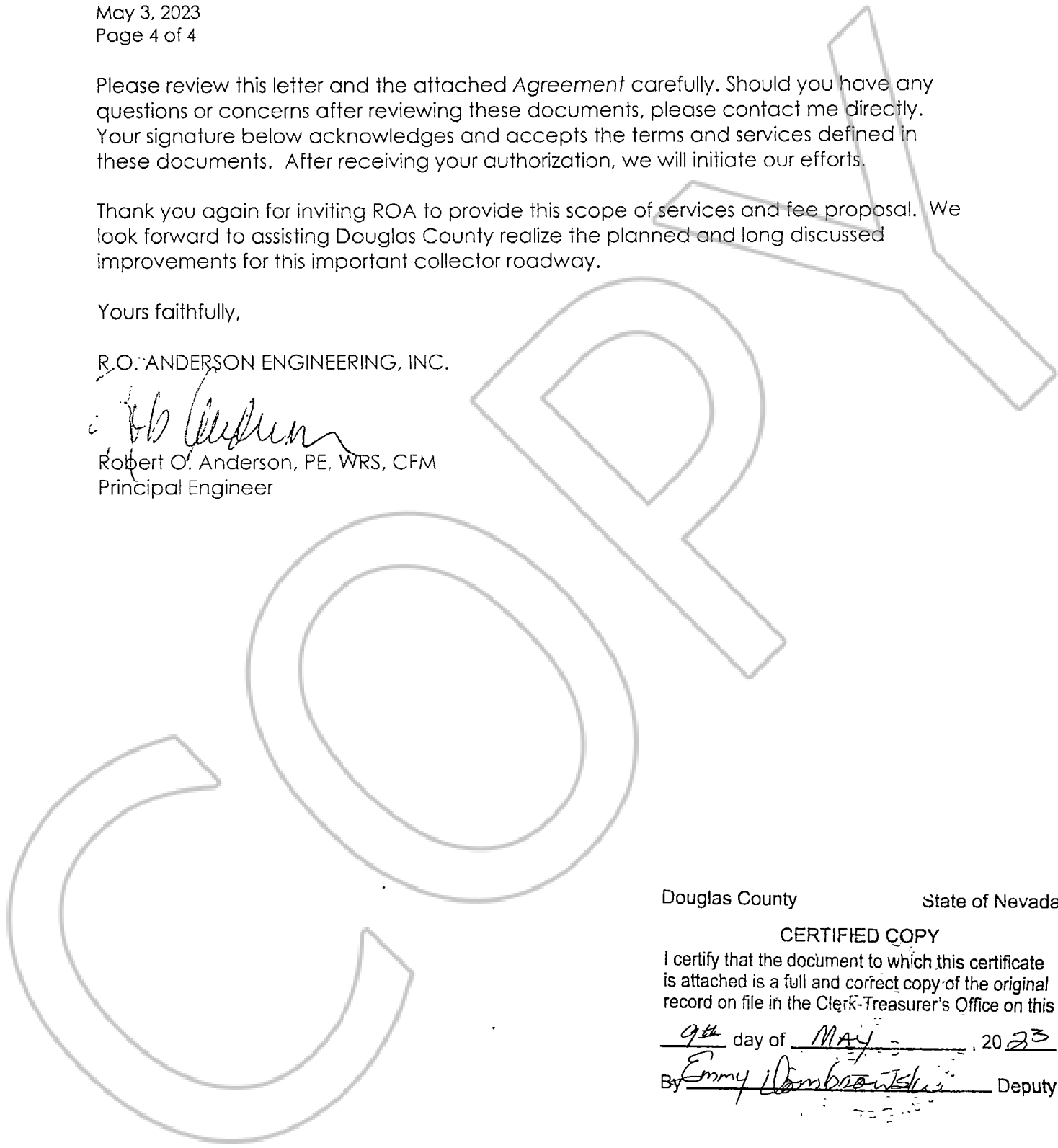
Thank you again for inviting ROA to provide this scope of services and fee proposal. We look forward to assisting Douglas County realize the planned and long discussed improvements for this important collector roadway.

Yours faithfully,

R.O. ANDERSON ENGINEERING, INC.



Robert O. Anderson, PE, WRS, CFM
Principal Engineer



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

9th day of MAY, 2023

By Emmy Dombrowski Deputy