

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES
AGREEMENT FOR EXPEDITED LAND DEVELOPMENT REVIEW**

This First Amendment to Professional Engineering Services Agreement for Expedited Land Development Review ("First Amendment") is made and entered into as of _____ ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation, ("City"), and Willdan Engineering, a California corporation ("Provider").

RECITALS

WHEREAS, on February 1, 2022, the City and Provider entered into a Professional Engineering Services Agreement for Expedited Land Development Review ("Original Agreement"), a copy of which is attached hereto as Exhibit A (collectively, the First Amendment and the Original Agreement may be referred to as the "Agreement"); and

WHEREAS, the City and the Provider wish to increase the total not-to-exceed compensation amount in Section VI of the Agreement from Five Hundred Thousand Dollars and 00/100 (\$500,000.00) to One Million Dollars and 00/100 (\$1,000,000.00); and

WHEREAS, the City wishes to update the contract information under Section V from Dale Daffern, P.E. to Michael Hudgeons, P.E.; and

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section VI(A)(1) "Compensation" of the Original Agreement shall be deleted and replaced with the following:

"The CITY has established a not-to-exceed aggregate amount of One Million Dollars and 00/100 (\$1,000,000.00) for all the work to be accomplished for all portions of the PROJECT under this AGREEMENT."

2. Section X(V) "Notice" of the Original Agreement shall be deleted and replaced with the following:

"To CITY: City of North Las Vegas
 Attention: Belia Guzman
 2250 Las Vegas Blvd., North, Suite 820
 North Las Vegas, NV 89030
 Phone: 702-633-1464
 Email: guzmanb@cityofnorthlasvegas.com

AND

City of North Las Vegas
Attention: Michael Hudgeons, P.E.
2250 Las Vegas Blvd., North, Suite 200
North Las Vegas, NV 89030"


3. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

City of North Las Vegas,
a Nevada Municipal Corporation

Willdan Engineering,
a California corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By:  _____
Name: Tyrone Peter
Title: Director of Engineering

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR EXPEDITED LAND DEVELOPMENT REVIEW

This Professional Engineering Services AGREEMENT (as such may be modified, amended or supplemented, the "AGREEMENT") is made and entered into as of the 1st day of February, 2022, by and between the City of North Las Vegas, a Nevada municipal corporation, (the "CITY"), and Willdan Engineering, (the "CONSULTANT").

RECITALS:

1. The CITY desires to obtain high quality professional services of the CONSULTANT on an "on call", as needed basis to perform plan review for compliance with the CITY'S Municipal Code Titles 13, 16, and 17; Clark County Uniform Standard Drawings; Local and regional standards and addendum for sewer and water service design; Approved materials list for utility construction; CITY of North Las Vegas Water Service Rules and Regulations; Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual; Regional and local flood control master plans and standards; Regional Transportation Commission of Southern Nevada Policy and Procedures Manual; 2018 International Fire Code, as amended and other documents deemed pertinent for the adequate review of maps, studies and plans (the "PROJECT").
2. For the purpose of this AGREEMENT, each "PROJECT" shall be defined as all of the assigned tasks related to a specific parcel, or assemblage of specific parts of land under control of a single developer, together with all development related activities performed by the developer in obtaining CITY review, approvals and acceptance for the development;
3. The CONSULTANT's scope of service and compensation have been arrived at after meaningful negotiations between the CITY and the CONSULTANT.

NOW, THEREFORE, in consideration of the above recitals and mutual promises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Sections I through X hereof.

SECTION I - RESPONSIBILITY OF CONSULTANT

In addition to any other responsibilities of the CONSULTANT set forth in this AGREEMENT, the CONSULTANT shall have the following responsibilities:

- A. The CONSULTANT shall possess sufficient and experienced staff and other resources to allow the CITY to assign the CONSULTANT various work tasks related to the review of maps, technical studies, and improvement plans. The Director of Public Works (the "DIRECTOR") and his authorized designees, in their sole discretion, will direct the CONSULTANT to complete assigned tasks that are related to the development of land and the associated public infrastructure improvements as specified in all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.
- B. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, and by any of the principals, officers, employees and agents of CONSULTANT or any subconsultant under this AGREEMENT. In performing these services the CONSULTANT shall follow practices consistent with generally accepted professional engineering standards of care. Approval by the CITY of any products or services furnished by the CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of its services.
- C. The Consultant recognizes the need to maintain continuity of PROJECT understanding and processes and consistency in the review of submittals. Therefore, the CONSULTANT will maintain a core group of qualified individuals to perform substantially all of the work specified in the Scope of Services as set forth in Section III of this AGREEMENT. The CONSULTANT shall assign Chris Stone, whose license number is 12379, as the Principal-in-Charge ("Principal-in-Charge"), and Chris Stone, whose license number is 12379, as the PROJECT Manager (the "PROJECT Manager"). Should the Principal-in-Charge or the PROJECT Manager be unable to complete his responsibility for any reason, the Consultant shall notify the CITY in writing, and within four (4) calendar days thereafter, nominate a replacement for CITY approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of services as required for the PROJECT. An approved replacement shall be assigned to the PROJECT within ten (10) calendar days.
- D. The Consultant agrees that its officers, partners, and employees will cooperate with the CITY in the performance of services under this AGREEMENT and will perform the services described in Section III of this AGREEMENT while located in the Public Works Department at 2250 Las Vegas Boulevard North, Suite 200, North Las Vegas, NV.

- E. At all times during the term of this AGREEMENT, the CONSULTANT shall provide access to each of its employees for every task of the PROJECT, the latest edition of all of the following references:
1. City of North Las Vegas Municipal Code Titles 13, 16, and 17;
 2. Clark County Uniform Standard Drawings;
 3. Local and regional standards and addendum for sewer and water service design;
 4. Approved materials list for utility construction;
 5. City of North Las Vegas Water Service Rules and Regulations;
 6. Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual;
 7. Regional and local flood control master plans and standards;
 8. Regional Transportation Commission of Southern Nevada Policy and Procedures Manual;
 9. City of North Las Vegas Drainage Study and Civil Improvement Plan Checklists;
 10. NRS 278 and other appropriate state laws in reference to the review of maps;
 11. International Fire Code, as amended; and
 12. Other documents deemed pertinent for the adequate review of maps, studies and plans.
- F. The CONSULTANT represents that it is qualified and properly licensed in accordance with the Nevada Revised Statutes, is authorized to do business in the CITY, has personnel to perform the work contemplated by this AGREEMENT within the required time, and is financially solvent and is able to pay its debts as such debts mature.
- G. The CITY intends to authorize and the CONSULTANT will perform work under this AGREEMENT as specified in Section III through Section VIII.
- H. Some of the work may be required under this AGREEMENT to be performed in the CITY's offices at 2250 Las Vegas Boulevard North, North Las Vegas, Nevada 89030, unless otherwise directed by the Director of Public Works or his designee.
- I. The CONSULTANT's employees and representatives shall have access to the CITY's offices on the same basis as the employees of the Public Works, unless otherwise directed by the DIRECTOR or his designee. The CITY shall provide access cards for the CONSULTANT's employees and representatives.
- J. The CONSULTANT's employees and representatives shall comply with all CITY rules, regulations and policies currently in effect for the CITY including, without limitation, all rules, regulations and policies for the safety, care and orderly operation of the CITY's offices and for the benefit and comfort of other CITY personnel, visitors and the general public.

SECTION II - RESPONSIBILITY OF THE CITY

- A. The CITY will cooperate with the CONSULTANT in the performance of services under this AGREEMENT and will be readily available for consultation with CONSULTANT.
- B. The services to be performed by the CONSULTANT under this AGREEMENT are subject to periodic review by the CITY. It is understood that CITY comments upon review of the CONSULTANT's documents do not relieve the CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.
- C. The CITY shall assemble selected data and information related to each PROJECT and make available same to the CONSULTANT. The data and information to be provided by the CITY is identified as follows:
 - 1. Development Standards and Conditions of Approval for the PROJECT;
 - 2. PROJECT specific notes; and
 - 3. Maps and other relevant information for the PROJECT.

The CITY will make available to the CONSULTANT updated data and information during the PROJECT development process.

SECTION III - SCOPE OF SERVICES

- A. The CONSULTANT shall perform the tasks assigned by the DIRECTOR, or his authorized designees, in their sole and absolute discretion, to be completed within the time and in the manner as assigned.
 - a. The CONSULTANT's failure to complete its tasks to the satisfaction of the DIRECTOR, or his authorized designees, in their sole discretion, shall be considered a failure of the CONSULTANT to fulfill its obligations under the AGREEMENT. Therefore, in addition to any other remedies available to CITY under the terms of this AGREEMENT, the CITY shall have the right to reduce its payment to the CONSULTANT to offset any costs, expenses, damages or delays due to the CONSULTANT's failure, error or omission as determined by the DIRECTOR or his authorized designees, in their sole discretion.
 - b. The CONSULTANT's failure to complete its tasks within the assigned time deadlines as established by the DIRECTOR, or his authorized designees, in their sole discretion, shall be considered a failure of the CONSULTANT to fulfill its obligations under the AGREEMENT. Therefore, in addition to any other remedies available to CITY under the terms of this AGREEMENT, the CITY shall have the right to reduce its payment to the CONSULTANT to offset any costs, expenses, damages or delays due to CONSULTANT's error or omission.
- B. In general, the type of services to be performed by the CONSULTANT shall be described in the attached Exhibit "A" of this AGREEMENT, the terms of which are hereby incorporated by reference.

SECTION IV - CHANGES TO SCOPE OF SERVICES

- A. The CITY may at any time, but only by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause a significant increase or decrease in the CONSULTANT's cost or time required for performance of any services under this AGREEMENT, the Parties shall formally amend this AGREEMENT. Any claim of the CONSULTANT for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the CONSULTANT of notification of changes by the CITY, or such claim shall be deemed waived by the CONSULTANT and the CONSULTANT will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder.
- B. No additional compensation shall be paid, and no increase in the time of performance shall be awarded, to the CONSULTANT for changes in scope of work without the prior written authorization of the CITY to proceed with such changes.
- C. No additional compensation shall be paid to CONSULTANT for additional costs or delay due to the negligence or intentional acts of CONSULTANT or any subconsultant or any of the officers, employees, or agents of CONSULTANT or any subconsultant.

SECTION V - TERM OF AGREEMENT

This AGREEMENT commences upon the date this AGREEMENT is approved by the North Las Vegas City Council and shall end on the date this AGREEMENT is terminated by the CITY pursuant to Section X(B) herein.

SECTION VI - COMPENSATION AND TERMS OF PAYMENT

A. COMPENSATION

- 1. The CITY has established a not-to-exceed aggregate amount of \$500,000.00 for all of the work to be accomplished for all portions of the PROJECT under this AGREEMENT.
- 2. For each task assigned during the term of the PROJECT, CONSULTANT may be paid on a lump sum amount basis, or as otherwise as agreed upon between the CITY and CONSULTANT in accordance with Section VI (B).
- 3. The CITY will not be responsible to pay the CONSULTANT more than the CITY receives in payment from a developer for any assigned task. The typical fee received by the CITY for common tasks is noted below:
 - (a) Drainage, Traffic, and Geotechnical Studies (initial and one addendum):
\$4,200

- (b) Drainage, Traffic and Geotechnical Study Updates: \$2,500
- (c) Residential/Multifamily Civil Improvement Plans and Maps:
 - (1) ≤ 10 gross acres: \$6,750
 - (2) 10+ to 20 gross acres: \$9,000
 - (3) 20+ to 30 gross acres: \$10,500
 - (4) 30+ to 40 gross acres: \$12,000
- (d) Commercial/Industrial Civil Improvement Plans and Maps:
 - (1) ≤ 10 gross acres: \$6,000
 - (2) 10+ to 20 gross acres: \$8,400
 - (3) 20+ to 30 gross acres: \$10,800
 - (4) 30+ to 40 gross acres: \$13,200
- (e) Miscellaneous Traffic Engineering Services:
 - (1) Staff and services on an on-call, as needed basis
 - (2) Review development plans
 - (3) Review plans associated with capital improvement program projects
 - (4) Perform traffic signal warrant analysis

CONSULTANT'S charges for all services performed under Miscellaneous Traffic Engineering Services shall be computed as \$150.00 multiplied by the actual number of hours the staff are engaged in providing the services.

B. TERMS OF PAYMENT

1. Unless directed otherwise by the Director or his authorized designees, the CITY shall make monthly progress payments to the CONSULTANT for services performed upon submission by the CONSULTANT of a detailed invoice containing all information and backup documentation required by this AGREEMENT or otherwise reasonably required by the CITY to describe the services provided by the CONSULTANT with regard to each portion or task for the PROJECT.
2. The CONSULTANT shall be paid within thirty (30) calendar days of receipt of an invoice which is complete, correct and undisputed by the CITY, in its sole discretion.
3. The CITY shall have fourteen (14) calendar days after receipt of an invoice to dispute any or all of the charges on the invoice. Undisputed amounts shall be paid to the CONSULTANT within thirty (30) calendar days of the date of receipt.

4. If the CITY fails to pay the CONSULTANT an undisputed amount within thirty (30) calendar days after the receipt of the invoice, the CITY may be assessed one half of one percent (.5%) of the undisputed amount each month, not to exceed \$1,000 total for each portion or task for the PROJECT.
5. Billings shall be submitted during the first week of each month for work performed during the preceding month. Invoices shall conform to the format provided by the CITY and include all information requested by the CITY.

SECTION VII - TIME OF PERFORMANCE

- A. The CONSULTANT understands that work assignments are unpredictable relative to magnitude, frequency, and schedule. The CITY's intent is to use the services of the CONSULTANT shall be to provide expedited processing of submittals and assignments within the turn-around time limits. Although the DIRECTOR or his authorized designee will assign the turn-around time limit for each task, the typical turn-around time limit is noted below:
 1. Traffic and Drainage Study: 3 weeks or less
 2. Geotechnical Study: 2 weeks or less
 3. Civil Improvement Plans and Maps: 2 weeks or less
- B. The CONSULTANT will immediately give the CITY timely notice of an individual circumstance or anticipated difficulty which may have an effect on meeting the turn-around time frame. Failure to notify the CITY of a delay shall considered to be a material breach of this AGREEMENT.

SECTION VIII - AUDIT: ACCESS TO RECORDS

- A. The CONSULTANT shall maintain books, records, documents, and other evidence directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles and practices. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation or support of the invoices, and a copy of the cost summaries and invoices submitted to the CITY. The CITY or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The CONSULTANT will provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the reviewing or audit agencies.

- C. Records pursuant to paragraph "A" above shall be maintained and made available during performance under this AGREEMENT and until three (3) years from date of final payment for the PROJECT. In addition, those records which relate to any dispute resolution, litigation or appeal, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, appeal, claim, or exception. This Section VIII(C) shall survive the completion of the PROJECT and the termination or expiration of this AGREEMENT.
- D. Public Records Act. Pursuant to NRS 239.010, each and every document provided to the CITY is a "public record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The CITY shall not in any way be liable to CONSULTANT for the disclosure of any public record.

In any event the CITY is required to defend an action with regard to a public records request for documents submitted by CONSULTANT, CONSULTANT agrees to indemnify, hold harmless, and defend the CITY from all damages, costs, and expenses, including court costs and attorney fees, in any action or liability arising under or because of the Nevada Public Records Act, NRS 239.010. This Section VIII (D) shall survive the completion of the PROJECT and the termination or expiration of this AGREEMENT.

SECTION IX - REPRESENTATIONS AND WARRANTIES

The CONSULTANT hereby represents and warrants for the benefit of the CITY, in addition to any other representations and warranties made in this AGREEMENT, with the knowledge and expectation of the CITY's reliance thereon, as follows:

- A. The CONSULTANT is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada, and is duly qualified to do business in, and is in good standing in, Nevada, and has the full power, authority and legal right to execute, deliver and perform under this AGREEMENT.
- B. The execution and delivery of this AGREEMENT, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of the CONSULTANT will not result in a breach of any instrument to which CONSULTANT is a party or by which CONSULTANT is bound or of any judgment, decree or order of any court or governmental body or any law, rule or regulation applicable to the CONSULTANT.
- C. The execution, delivery and performance of this AGREEMENT and the taking of all other lawful actions necessary to consummate the PROJECT contemplated hereunder, by the persons executing, delivering and performing the same on behalf of the CONSULTANT, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the PROJECT contemplated hereunder such persons individually represent and warrant that they are so authorized), and this AGREEMENT and the other agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of the CONSULTANT, enforceable in accordance with their respective terms.
- D. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution of this AGREEMENT by the CONSULTANT.

- E. The CONSULTANT's PROJECT MANAGER and Principal-in-Charge are each a duly licensed Engineer and/or Surveyor with the State of Nevada, and each has a license that is in full force and effect. The CONSULTANT has obtained any and all licenses, certificates and permits that are required to be obtained by the CONSULTANT by the Nevada Revised Statutes and the Nevada Administrative Code, and by any other law, rule, regulation or ordinance applicable to the CONSULTANT and to the performance of any portion of the PROJECT by the CONSULTANT.
- F. The CONSULTANT is duly licensed and authorized to do business in the CITY, and the CONSULTANT's business license is in full force and effect.
- G. The CONSULTANT is a sophisticated and qualified CONSULTANT, whose personnel possess the level of professional expertise and experience that is necessary to properly perform all portions of the PROJECT within the required time period, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this AGREEMENT. The CONSULTANT has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the PROJECT within the required time period, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this AGREEMENT.
- H. The CONSULTANT is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the PROJECT within the time period required by this AGREEMENT, and to perform its obligations under this AGREEMENT.

The representations and warranties made by CONSULTANT herein shall survive the completion of the PROJECT and the termination or expiration of the AGREEMENT.

SECTION X - MISCELLANEOUS PROVISIONS

A. SUSPENSION:

The CITY may suspend performance by the CONSULTANT under this AGREEMENT for such period of time as the CITY, in its sole discretion may prescribe, by providing written notice to the CONSULTANT at least seven (7) calendar days prior to the date on which the CITY wishes to suspend such performance. Upon such suspension, the CITY shall pay the CONSULTANT compensation based on percentage of task completion, earned until the effective date of suspension less all previous payments. The CONSULTANT shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from the CITY to resume performance. In the event that the CITY suspends performance by the CONSULTANT for any cause other than the error or omission of the CONSULTANT for an aggregate period in excess of thirty (30) calendar days, the CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to the CONSULTANT under this AGREEMENT to reimburse the CONSULTANT for additional costs occasioned as a result of such suspension of performance by the CITY. In no event will the CITY be liable to the CONSULTANT for more than \$2,000.00.

B. TERMINATION:

The CITY may terminate this AGREEMENT, with or without cause, upon fourteen (14) calendar days prior written notification of the termination to the CONSULTANT. Notification to the CONSULTANT of such termination shall be sent by the CITY in accordance with Section X (V).

In the event of termination, the CITY agrees to pay the CONSULTANT the reasonable value for all work and services performed to the date of termination in accordance with the Section entitled "Compensation and Terms of Payment" of this AGREEMENT.

C. FISCAL FUNDING OUT:

The CITY reasonably believes that sufficient funds can be obtained to make all payments during the term of this AGREEMENT. Pursuant to NRS Chapter 354, if the CITY does not allocate funds to continue the function performed by the CONSULTANT obtained under this AGREEMENT, this AGREEMENT will be terminated when appropriate funds expire in accordance with Section X (B).

D. OWNERSHIP OF DOCUMENTS:

All plans, drawings, specifications, reports, photographs, studies, permits, estimates, digital mapping, CAD files, mylar, or other like documents given, prepared or assembled by the CONSULTANT or any subconsultant which are related to the performance of this AGREEMENT are deemed to be the property of the CITY, except to the extent such is not allowed by the Nevada Administrative Code or the Nevada Revised Statutes.

E. INSURANCE:

The CONSULTANT shall procure and maintain, at its own expense, during the entire term of this AGREEMENT, the following insurances:

1. Workers' Compensation Insurance. Such insurance must be provided by an insurance company authorized to provide workers' compensation insurance in Nevada by the Nevada Department of Business and Industry, Division of Insurance. Such insurance must protect the CONSULTANT and the CITY from employee claims based on PROJECT-related sickness, disease or accident.
2. Comprehensive General Liability (bodily injury and property damage) insurance with respect to the CONSULTANT's agents and vehicles assigned to the prosecution of work under this AGREEMENT in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. The CONSULTANT's General Liability insurance policies shall be endorsed as to include the CITY as an additional insured.
3. Professional Liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable; such Professional Liability insurance will provide for coverage in an amount of not less than

\$1,000,000 for each occurrence and \$2,000,000 in the aggregate for the period of time covered by this AGREEMENT. The CONSULTANT will provide the CITY thirty (30) calendar day notice in writing of any cancellation of, or material change in, the above described policy.

4. The CONSULTANT's Comprehensive General Liability policy shall automatically include or be endorsed to cover the CONSULTANT's contractual liability to the CITY, to waive subrogation against the CITY, its officers, agents, servants and employees, and to provide that the CITY will be given thirty (30) calendar day notice in writing of any cancellation of, or material change in, the policy.
5. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the CITY.
6. Certificates indicating that such insurance is in effect shall be delivered to the CITY before work is begun under this AGREEMENT. If the CONSULTANT is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this AGREEMENT, and the Certificate of Insurance shall state that coverage is claims-made and the retroactive date. The CONSULTANT shall provide the CITY annually with a Certificate of Insurance as evidence of such insurance. It is further agreed that the CONSULTANT and/or Insurance Carrier shall provide the CITY with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by the CONSULTANT.

F. INDEMNITY:

Notwithstanding any of the insurance requirements set forth in Section X.E, limits of liability set forth therein, or not in lieu thereof, the CONSULTANT shall:

1. **Claims Not Based Upon or Arising out of Professional Services.** The CONSULTANT shall defend, indemnify, and hold the City, its Mayor, Councilpersons, officers, employees, and agents (herein the "Indemnitees"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the CONSULTANT, its employees, subcontractors, agents, or anyone employed by the CONSULTANT's subcontractors or agents (herein the "CONSULTANT PARTIES"), which are not based upon or arising out of the professional services performed by the CONSULTANT PARTIES in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the CONSULTANT PARTIES for and against which the CONSULTANT is obligated to indemnify the Indemnitees pursuant to this Section,

unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the CONSULTANT of its obligation of indemnification set forth herein. If the CONSULTANT or the CONSULTANT's insurer fails to defend the Indemnitees as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the CONSULTANT is adjudicated by the trier of fact to be liable, the CONSULTANT agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the CONSULTANT.

- 2. Claims Based Upon or Arising out of Professional Services.** The CONSULTANT shall indemnify and hold the Indemnitees, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the CONSULTANT PARTIES, which are based upon or arising out of the professional services performed by the CONSULTANT PARTIES in the performance of this Agreement.

If the CONSULTANT PARTIES are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the CONSULTANT to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the CONSULTANT.

As used in this Section X.F., "agents" means those persons who are directly involved in and acting on behalf of the City or the CONSULTANT, as applicable, in furtherance of the Agreement. This Section X.F. shall survive the completion of the Project and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

G. ASSIGNMENT:

This AGREEMENT shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. The CONSULTANT shall not assign, sublet or transfer its interest in this AGREEMENT without the prior written approval of the CITY. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

H. WAIVER:

No consent or waiver, express or implied, by either party to this AGREEMENT or of any breach by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act on the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the CITY or the failure of the CITY to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the CONSULTANT of any of its obligations hereunder.

I. DESIGNATION OF REPRESENTATIVE:

The Director of Public Works or the Director's authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this AGREEMENT. Said representative shall only have the authority to transmit instructions, receive information, and interpret and define the CITY's policies and decisions with respect to the services of the CONSULTANT.

J. CONSULTANT'S EMPLOYEES:

The CONSULTANT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event that the CONSULTANT fails to remove any employee from the contract work whom the CITY deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the CITY to be contrary to the public interest, the CITY reserves the right to require such removal as a condition for the continuation of this AGREEMENT.

K. INDEPENDENT CONTRACTOR:

It is hereby expressly agreed and understood that in the performance of the services provided herein, the CONSULTANT and any other person employed by the CONSULTANT hereunder shall be deemed to be an independent contractor and not an agent or employee of the CITY. This AGREEMENT is not intended to create, and shall not be deemed to create, any partnership, joint venture or other similar business arrangement between the CITY and the CONSULTANT.

L. APPLICABLE LAW:

This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of Nevada and the North Las Vegas Municipal Code.

M. COMPLIANCE WITH LAWS:

In connection with the performance of work under this AGREEMENT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to 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, without limitation, apprenticeship.

The CONSULTANT further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT shall comply with laws, rules, regulations, and ordinances applicable to the work performed by the CONSULTANT with respect to the PROJECT, as such laws, rules, regulations and ordinances may be modified, supplemented or amended from time to time.

N. PROHIBITION AGAINST CONTINGENT FEES:

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission,

percentage, brokerage or contingent fee. For breach of this warranty, the CITY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

O. DISPUTE RESOLUTION:

Disputes concerning standards of performance, time of performance, scope of work, compensation or terms specified in the AGREEMENT shall be resolved in the following manner:

1. The CITY's representative and the CONSULTANT's PROJECT Manager will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.
2. If any disputes between the parties remain unresolved after thirty (30) calendar days, the CITY's representative and the CONSULTANT's PROJECT Manager shall, within fourteen (14) calendar days, prepare a brief, concise written report summarizing the:
 - (a) basis for the dispute,
 - (b) negotiations accomplished and results thereof, and
 - (c) current status of all relevant unresolved issues.

Copies of each written summary shall be exchanged between the CITY's representative and the CONSULTANT's PROJECT Manager, and provided to the CITY's Public Works Director and the CONSULTANT's Principal-in-Charge. Within thirty (30) calendar days thereafter, the CITY's Public Works Director, or his designee, and the CONSULTANT's Principal-in-Charge will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize:

- (a) all issues of dispute,
- (b) the resolutions to resolved issues, and
- (c) unresolved issues, if any.

The written record will be reviewed by the CITY's Public Works Director or her designee, and the CITY's Public Works Director or her designee, will render a determination regarding such dispute.

3. If the CONSULTANT disagrees with the determination of the CITY's Public Works Director, or his designee, the CONSULTANT may only initiate an action in the Eighth Judicial District Court in and for Clark County to resolve such dispute. The CITY retains the right to all remedies available in law or equity. The Parties agree that no dispute under this AGREEMENT shall be submitted to or resolved through arbitration or mediation.

P. ATTORNEYS' FEES:

In the event any action is commenced by either Party against the other in connection herewith, the prevailing Party shall be entitled to its reasonable costs and expenses,

W. HEADINGS:

The headings of the various Sections of this AGREEMENT have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this AGREEMENT, or to be used in any manner in the interpretation of this AGREEMENT.


X. CONFIDENTIALITY:

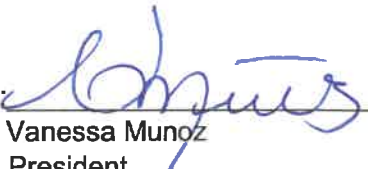
The CONSULTANT shall treat all information relating to the PROJECT and all information supplied to the CONSULTANT by the CITY as confidential and proprietary information of the CITY and shall not permit its release by the CONSULTANT's employees to other parties or make any public announcement or release without the CITY's prior written authorization.

In Witness Whereof, the Parties have caused this AGREEMENT to be executed the day and year first above written.

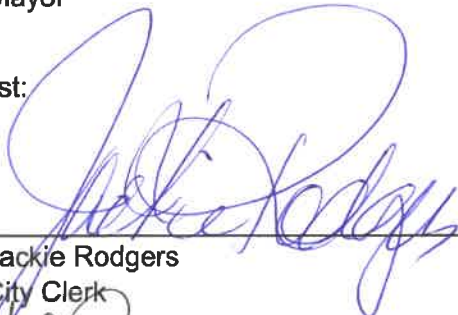
City of North Las Vegas, Nevada
a Nevada municipal corporation

Willdan Engineering

By: 
Pamela A. Goynes-Brown
Mayor

By: 
Vanessa Munoz
President

Attest:


By: Jackie Rodgers
City Clerk

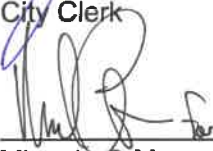

By: Micaela C. Moore
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

This Exhibit "A" is an integral part of the **PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR EXPEDITED LAND DEVELOPMENT REVIEW** dated _____, 2022, between the City of North Las Vegas, a Nevada Municipal Corporation ("CITY"), and Willdan Engineering ("CONSULTANT"). The goal which the CITY desires to achieve by setting forth this Scope of Services is to enable the CITY, with the cooperation and assistance of CONSULTANT, to promptly review and process submittals presented for land development projects (PROJECT) within the City of North Las Vegas. Essentially CONSULTANT will complete specific tasks assigned by authorized CITY staff associated with the CITY's land development procedures.

SECTION I – DEFINITIONS

For the purpose of this Scope of Services, the following terms shall have the following meanings:

1. Code means the City of North Las Vegas Municipal Code.
2. Design Standards means the following:
 - a. City of North Las Vegas Municipal Code Titles 13, 16, and 17, and
 - b. Clark County Uniform Standard Drawings, and
 - c. Local and regional standards and addendum for sewer and water service design; and
 - d. Approved materials list for utility construction; and
 - e. City of North Las Vegas Water Service Rules and Regulations; and
 - f. Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual; and
 - g. Regional and local flood control master plans and standards; and
 - h. Regional Transportation Commission of Southern Nevada Policy and Procedures Manual; and
 - i. 2018 International Fire Code, as amended; and
 - j. Other documents deemed pertinent for the adequate review of maps, studies and plans.
 - k. The City of North Las Vegas Policy regarding Grading and Construction On or In Close Proximity to Geologic Faults and Ground Fissures.
 - l. NRS 278 and other appropriate state laws in reference to the review of Map.
3. Drainage Study means a comprehensive hydrologic and hydraulic study prepared under the direction of a Nevada Professional Engineer using locally accepted modeling techniques to estimate storm-water run-off, to identify the impact on a development project and/or drainage facilities, and to identify the means and methods necessary to mitigate such impact, including a commitment to implement such means and methods.

4. Traffic Study means a comprehensive traffic impact study prepared under the direction of a Nevada Professional Engineer using locally accepted techniques to determine trip generation, trip distribution, signal cost participation, left turn storage requirements, and any other impacts to roadways and intersections; and to identify mitigation measures to such impacts.
5. Geotechnical Report means a comprehensive geologic report prepared under The direction of a Nevada Professional Engineer using locally accepted techniques to determine seismic requirements, locations of faults and fissures, soil type and other geotechnical requirements.
6. Final Map means the map prepared in accordance with the Planning and Zoning Act of the State of Nevada and Title 16 of the North Las Vegas Municipal Code, which map is placed on record in the office of the County Recorder as the approved design for each subdivision.
7. Off-Site Improvement means infrastructure improvements associated with any particular PROJECT subdivision or parcel, and which are located within or directly abutting the PROJECT boundaries. Infrastructure improvements may include but are not limited to flood control and drainage facilities, roadways, traffic signals, fiber optic conduit and conductors, and miscellaneous ancillary features necessary to make such infrastructure functional and safe.
8. Review means an inspection/examination of submittals with the intention of evaluating compliance with the CITY requirements, and assisting the ENGINEER/DEVELOPER in advancing the PROJECT to completion.
9. Subdivision means a parcel of land for which a Final Map has been prepared That creates saleable, buildable lots, and includes the improvement plans which depict the final grading and the improvements that will be constructed to provide ingress and egress and public services thereto.

SECTION II - SUMMARY OF TASKS

Task 1.0 Project Oversight and Management:

- 1.01 Information Management and Document Control. CONSULTANT shall maintain a record of all relevant verbal (telephone) communications, formal correspondence, faxes and submittals concerning the PROJECT. Information is to be updated as needed.
- 1.02 Mobilization. CONSULTANT shall receive, review and become familiar with CITY checklists in addition to the Design Standards related to the PROJECT.

1.03 Meetings. CONSULTANT shall attend quarterly meetings with the CITY for the purposes of ongoing communications and PROJECT status reporting. CONSULTANT shall also be available to attend as-needed meetings with PROJECT representatives and CITY staff to assist with timely resolution of problems and requests for information.

1.04 Reviews. CONSULTANT shall perform reviews in Bluebeam Revu 2018 or current version. CONSULTANT may be required to perform submittal reviews at the City of North Las Vegas City Hall, Public Works Department, 2nd Floor.

Task 2.0 Drainage Studies:

CONSULTANT shall review and provide comments on all drainage studies and/or hydraulic analyses submitted for Outsourced Land Development, if qualified City Staff cannot provide the service on an overtime basis. CONSULTANT will be responsible for inputting comments for studies they reviewed into the City's EnerGov land development tracking software.

Task 3.0 Traffic Studies:

CONSULTANT shall review and provide comments on all traffic studies submitted for Outsourced Land Development, if qualified City Staff cannot provide the service on an overtime basis. CONSULTANT will be responsible for inputting comments for studies they reviewed into the City's EnerGov land development tracking software.

Task 4.0 Miscellaneous Traffic Engineering Services:

4.01 CONSULTANT shall review design elements that enhance vehicular and/or pedestrian safety such as signing/stripping, channelization, tapers, and sight distance and signal design.

4.02 CONSULTANT shall perform traffic signal warrant analyses as well as other general traffic engineering tasks.

Task 5.0 Geotechnical Report:

CONSULTANT shall review and provide comments on all geotechnical reports submitted for Outsourced Land Development, if qualified City Staff cannot provide the service on an overtime basis. CONSULTANT will be responsible for inputting comments for studies they reviewed into the City's EnerGov land development tracking software.

Task 6.0 Infrastructure/Subdivision Plans:

CONSULTANT shall review and provide comments on all improvement plans submitted for Outsourced Land Development review, if qualified City Staff cannot provide the service on an overtime basis. Review shall determine if the

plans as submitted are substantially complete and in compliance with the CITY imposed conditions of approval, and the appropriate Supplemental Technical Documents (which will be defined by the CITY), and the criteria specifically approved by CITY for the PROJECT. CONSULTANT will be responsible for inputting comments for plans they reviewed into the City's EnerGov land development tracking software.

Task 7.0 Surety:

CONSULTANT shall review and provide comments on bond and fee estimate calculations associated with the Infrastructure/Subdivision Plans they reviewed. Review includes verifying that the quantities provided on the Bond and Fee Estimate match the Civil Improvement Plans.

Task 8.0 Outside Department Review Coordination:

CONSULTANT shall assemble review comments prepared by the CITY's Fire Department and include these comments in the review sent to the PROJECT engineer.

Task 9.0 Final/Parcel Map:

CONSULTANT shall review and provide comments on all Final Maps or Parcel Maps associated with civil improvement plans submitted for Outsourced Land Development review, if qualified City Staff cannot provide the service on an overtime basis. Review shall determine if the map as submitted are substantially complete and in compliance with the CITY imposed conditions of approval, and the appropriate Supplemental Technical Documents (which will be defined by the CITY), and the criteria specifically approved by CITY for the PROJECT. CONSULTANT will responsible for inputting comments into the City's EnerGov land development tracking software.

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

WILLDAN ENGINEERING
120 S CENTRAL AVE STE 350
CLAYTON, MO 63105

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **PROS-000597-2023** Expiration Date: **11/30/2025**

Type of License: **PROFESSIONALS**

Classification: **PRO SERVICES - LAND DEVELOPMENT**

Business/Location: **WILLDAN ENGINEERING**
2401 E KATELLA AVE STE 300
ANAHEIM, CA 92806

Owner/Principal(s): **WILLDAN ENGINEERING**

CITY OF
NORTH LAS VEGAS



Alfredo Melesio
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2025

1/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #0B99399 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1514659 Willdan Engineering 13191 Crossroads Parkway North, Suite 405 City of Industry, CA 91746	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America		25674
	INSURER B: Allied World Surplus Lines Insurance Company		24319
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 21282770**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Emp. Benefits Liab. <input checked="" type="checkbox"/> Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	P-630-A1178471-TIL-24	11/9/2024	11/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-8Y032268-24-43-G	11/9/2024	11/9/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liab - Arc/Eng	N	Y	0313-5950	11/9/2024	11/9/2025	Per Claim:\$1,000,000 Aggregate:\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PSA for Expedited Land Development Review. City of North Las Vegas, its officers, agents, servants and employees are included as Additional Insured(s) in accordance with the provisions of the General Liability policy. The General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the provisions of the policies. A Waiver of Subrogation is granted in favor of City of North Las Vegas, its officers, agents, servants and employees in accordance with the policy provisions of the General Liability, Professional Liability and Workers Compensation policies.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**21282770**City of North Las Vegas
Attention: Belia Guzman
2250 Las Vegas Blvd., North Suite 820
North Las Vegas, NV 89030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policies include 30-days' notice of cancellation (except 10 days for non-payment of premium) and the provisions of each policy govern how notice of cancellation may be delivered to Certificate Holder. General Liability deductible - \$0; Professional Liability SIR - \$0.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization

The insurance provided to such additional insured is policy period.
subject to the following provisions

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance
- b. The insurance provided to such additional insured does not apply to

- (1) Any "bodily injury", "property damage" "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIALGENERALLIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable
- (3) Immediately send us copies of all legal papers received in connection with the claim "suit", cooperate with us in the or

investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions

- (4) Tender the defense and indemnity of any "suit" to any provider of other claim or insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY Effective 11/9/2024 to 11/9/2025**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and noncontributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed; subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

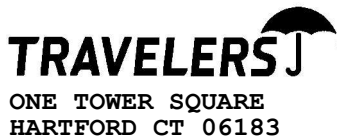
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB-8Y032268-24-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

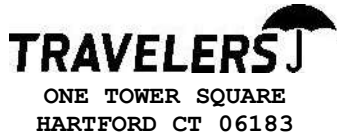
DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

INCLUDING:

ORGANIZATION: ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00) -**

POLICY NUMBER: UB-8Y032268-24-43-G

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to

each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN , BUT ONLY IF:	30

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/9/2024

Policy No. UB-8Y032268-24-43-G

Endorsement No.

Insurance Company

Travelers Property Casualty Company of America

Countersigned by _____

Page 1 of 1

DATE OF ISSUE: 10-21-24

ST ASSIGN:

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ENDORSEMENT NO.

AMEND SUBROGATION CLAUSE; WAIVER OF SUBROGATION
FOR CLIENTS AND THIRD PARTIES

This Endorsement, effective at 12:01 a.m. on November 9, 2024, forms part of

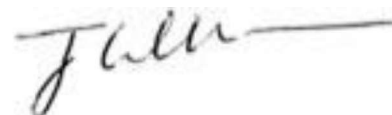
Policy No. 0313-5950
Issued to Willdan Group, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection N. is deleted in its entirety and replaced as follows:

N. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Company agrees to waive its right of subrogation against any client of the Insured or any other person or entity for a Claim which is covered by this Policy where the Insured agreed to waive any such rights in writing prior to the date the Wrongful Act giving rise to such Claim first occurred. Any recoveries shall be applied first to subrogation expenses, second to Damages and Defense Expenses paid by the Company, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the First Named Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT NO.

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This Endorsement, effective at 12:01 a.m. on November 9, 2024, forms part of

Policy No. 0313-5950
Issued to Willdan Engineering
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the Company cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Company, either directly or through its broker of record, the email address of the contact at such entity; and
3. the Company receives this information after the First Named Insured receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Company;

the Company will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.


Proof of the Company emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Company has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the Insurer's part to deliver the Advice will not impose liability of any kind upon the Insurer or invalidate the cancellation.

Any Certificate Holder is not an Insured or a Loss Payee under this Policy. No coverage will be available under this Policy for any Claim brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative