



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: August 23, 2016

DATE: July 29, 2016

TO: Board of County Commissioners

FROM: Ben Jesch, P.E., Licensed Engineer, CTMRD Program,
Community Services Department, 954-4635, bjesch@washoecounty.us
Chris Benedict, Remediation District Program Manager,
Community Services Department, 954-4642, cbenedict@washoecounty.us

THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects
Community Services Department, 328-2043, desmith@washoecounty.us

SUBJECT: Recommendation to approve the Agreement for Consulting Engineering Services between Washoe County and CDM Smith, 111 Academy Way, Suite 150, Irvine, CA 92617, for the "Phase 3 Packed Tower Aerators Equipment Analysis Process Optimization and O&M Manuals Update" Project in the amount of \$154,999. (Commission District 3.)

SUMMARY

Since 2013, the Central Truckee Meadows Remediation District (CTMRD) Program has undertaken an evaluation of the County's three tetrachloroethene (PCE) groundwater treatment facilities. Through this process, it was determined that these facilities: 1) would potentially benefit from process optimizations to improve performance and operating efficiency; and, 2) would benefit from the development of maintenance and operations protocols to standardize procedures, ensure proactive maintenance, and extend their lifespan. This project will evaluate equipment and process optimization, update Operations & Maintenance (O&M) manuals, and prepare standard operating procedures for the PCE groundwater treatment plants (WTPs).

CDM Smith is the proposed consultant for this project due to their familiarity with the systems: they are the original designers of the facilities, and they have been involved in previous inspections of the systems. CDM Smith has submitted a scope of work and budget for the project, dated July 6, 2016, not to exceed \$154,999.

Washoe County Strategic Objective supported by this item: Safe, Secure, and Healthy Communities

PREVIOUS ACTION

Washoe County has previously approved the following purchase orders related to wellhead treatment equipment evaluation and rehabilitation:

- June 2012 – Washoe County approved a purchase order with CDM Smith for evaluation of the Packed Tower Aerators (PTAs) in the amount of \$20,100. A change order to the purchase order was approved in April 2015 for \$11,490.
- December 2014 – Washoe County Board of County Commissioners approved a purchase order for Grove Madsen in the amount of \$152,781 for purchase of five replacement variable frequency drives for the PCE treatment facilities.
- April 2016 – Washoe County approved a purchase order with CDM Smith in the amount of \$90,524 for investigative activities related to performance deficiencies identified with the systems.

BACKGROUND

Several municipal water supply wells in the central Truckee Meadows have been impacted by PCE contamination. Between 1992 and 1995 the PCE concentrations in five of these wells (owned at the time by Sierra Pacific Power Company or SPPCo [now TMWA]) were identified to be above the maximum contaminant level (MCL) requiring these wells to be taken off-line and fitted with PCE treatment equipment to maintain their viability. Three packed tower aeration treatment facilities were constructed to remove PCE from groundwater: the Morrill Avenue facility in 1995 and the Mill Street and Kietzke Lane facilities in 1997. In 2000, a formal request for reimbursement of costs associated with identifying, studying, and remedying the PCE contamination in these five wells was submitted by SPPCo to the County, thereby transferring ownership of the three treatment facilities to the County and the management of these facilities to the CTMRD Program. The transfer also resulted in an associated agreement (the “Pumping Plan Agreement”) that defined the schedule for Pumping Plan implementation along with the terms and conditions for ownership, operation and maintenance, and for reimbursement of certain expenses incurred while operating the PCE treatment equipment for attaining remedial benefit.

As part of inspections and evaluations performed since 2013, it has been identified that there are potential process improvements and optimizations that could be implemented in the systems that would potentially improve performance, prolong lifespan, and save money. Since these systems are now 20 years old, newer, more-efficient technology is available that could upgrade existing antiquated or obsolete components of these systems. Additionally, there may be process or operational modifications to control strategies that could be implemented. CDM Smith will evaluate these options, investigate feasibility information, determine cost-benefit ratios, and provide recommendations.

This project will also include an update to the O&M Program for the WTPs. These facilities are operated and maintained in cooperation with TMWA. Many of the original O&M manuals and practices are missing and/or out-of-date, and TMWA staff have historically operated and maintained these systems in a reactive (rather than proactive) manner. As part of the broader efforts to refresh and rehabilitate these systems, the need has been identified to update O&M documents and protocols and promote proactive activities. For this project, CDM Smith will review the existing O&M information, refresh and revise where appropriate, develop missing protocols where necessary, and update the manuals with a new digital format. Additionally, this update provides a prime opportunity to align O&M practices with the new asset and maintenance management

system being developed by TMWA; CDM Smith will work to integrate updated O&M components with this system.

FISCAL IMPACT

Budget authority for this expenditure is available in Central Truckee Meadows Remediation District (Fund 266) FY16/17 budget. Funding is available in cost center 206102. Account assignment for the \$154,999.00 purchase order is 711501.

Revenues in support of this effort are provided from Remediation Fees imposed on wholesale and resale TMWA and Washoe County water customers receiving benefits from the CTMRD Program and imposed by statute and ordinance on their respective general tax bills.

RECOMMENDATION

It is recommended that the Board approve the Agreement for Consulting Engineering Services between Washoe County and CDM Smith, 111 Academy Way, Suite 150, Irvine, CA 92617, for the "Phase 3 Packed Tower Aerators Equipment Analysis Process Optimization and O&M Manuals Update" Project in the amount of \$154,999.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the Agreement for Consulting Engineering Services between Washoe County and CDM Smith, 111 Academy Way, Suite 150, Irvine, CA 92617, for the "Phase 3 Packed Tower Aerators Equipment Analysis Process Optimization and O&M Manuals Update" Project in the amount of \$154,999."

CONTRACT DOCUMENTS

**PHASE 3 PACKED TOWER AERATORS EQUIPMENT ANALYSIS
PROCESS OPTIMIZATION AND O&M MANUALS UPDATE**

Prepared by:

**Washoe County
Community Services Department
1001 E. Ninth Street
Reno, NV 89512
August 2016**

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AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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

WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the "Phase 3 Packed Tower Aerators Equipment Analysis Process Optimization and O&M Manuals Update Project" (the "Project"); and

WHEREAS, County requires certain professional services in connection with the Project, as described in **Exhibit "A", Scope of Work** (the "Services"); and

WHEREAS, Consultant represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2016.

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than December 31, 2016, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant agrees to perform and complete all Services identified in Exhibit A, Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Consultant prior to acceptance.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement, unless waived in writing by the County.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Consultant's compensation shall be determined on a time and material basis, in accordance with the **Fee Schedule described in Exhibit "B"**, which is attached hereto and incorporated by reference as part of the Agreement, and shall not exceed the sum of **\$154,999**. Consultant shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibit B. The Fee Schedule may be renegotiated at the end of

one (1) year upon request by either the County or the Consultant. Renegotiated fees are subject to approval by County's Board of County Commissioners. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, consultants and sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If County requests Consultant to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

3.3 Methods and Times of Payment

Consultant shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within forty-five (45) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Consultant. No penalty shall be imposed upon the County for payment(s) received by Consultant after forty-five days.

3.4 Dispute of Work

County shall notify Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from the County. If the County and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than December 31, 2016. Consultant shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from the County.

ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances and Consultant shall, at no cost to County, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in designs, drawings, specifications and reports. County reserves the right to inspect, comment on, and request revision of, all Services performed by Consultant prior to acceptance. Failure to provide Services or re-performed Services in accordance with the foregoing standard of care shall constitute a material breach of this Agreement unless waived by the County. Review and approvals by County do not relieve Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and the County's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees or obligations are to be implied.

ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project. In addition, Consultant shall not be responsible for the failure of any other consultant, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to County or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards. Consultant shall notify County of any apparent unsafe conditions, methods or procedures that the Consultant may observe at the project site.

ARTICLE 7 - OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, including over any other consultants', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Consultant's cost estimates shall be made on the basis of qualification and experience.

Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 8 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used by Consultant. County shall have the right to observe such performance. Consultant shall work closely with County in performing Services under this Agreement.

ARTICLE 9 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A, Scope of Services.

ARTICLE 10 - COUNTY'S RESPONSIBILITY

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

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

Copies of all documents, including reports, computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this agreement will be provided to the County in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this project.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by County.

ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be

expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, County shall pay Consultant for all Services satisfactorily performed to the date of termination.

County, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

In the event that the County's governing body fails to appropriate or budget funds for the purposes specified in this Agreement, or that the County's governing body has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge, or sanction.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 14 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below:

To County:

David Solaro, Director
Washoe County Community Services
1001 East 9th Street
Reno, NV 89512

To Consultant:

Robert B. Chalmers, Vice President
CDM Smith, Inc.
111 Academy Way, Suite 150
Irvine, CA 92617

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

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations

under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

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

ARTICLE 16 - GOVERNING LAW-VENUE

This Agreement shall be governed by the laws of the State of Nevada, and venue for any action shall be solely in state district court or federal courts of competent jurisdiction in Washoe County, Nevada.

ARTICLE 17 - MISCELLANEOUS

17.1 Nonwaiver

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

17.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

17.3 Attorney Fees

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

ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless

otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

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

ARTICLE 20 - ASSIGNMENT

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

ARTICLE 21 - THIRD PARTY RIGHTS

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

ARTICLE 22 – INDEMNIFICATION AND INSURANCE

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

ARTICLE 23 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. A party’s liability for breach of this Agreement shall not exceed actual damages.

Consultant agrees to indemnify, hold harmless and defend County and the employees, officers and agents of County from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys’ fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by negligent acts, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of the Consultant (1) in the performance of the contract, or (2) which are, or are not, based upon or arising out of the professional services of Consultant, to the full extent allowed by law.

More specifically and without limitation to the foregoing, in recognition of the limitations provided in NRS 338.155, Consultant is not required to defend County and the employees, officers

and agents of the County with respect to the liabilities, damages, losses, claims, actions or proceedings caused by negligent acts, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of Consultant which are based upon or arising out of the professional services of Consultant. However, if Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the County, as reimbursement for the attorney's fees and costs incurred by County in defending the action, by Consultant in an amount which is proportionate to the liability of Consultant.

ARTICLE 24 - ORGANIZATION'S CERTIFICATION

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONSULTANT:

Dated this ___ day of _____, 2016

Dated this ___ day of _____, 2016

By _____
Kitty K. Jung, Chair
Washoe County Commission

By _____
Robert B. Chalmers, Vice President
CDM Smith, Inc.

EXHIBIT A

SCOPE OF WORK

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111 Academy Way, Suite 150
Irvine, CA 92617
tel: 949-752-5452

July 6, 2016

Chris Benedict, Ph.D., CEM
Remediation District Program Manager
Washoe County Community Services Department
1001 E. Ninth St., Bldg. C
PO Box 11130, Reno NV 89520

Subject: Phase 3 Packed Tower Aerators Equipment Analysis
Process Optimization and O&M Manuals Update
Washoe County Department of Water Resources

Dear Mr. Benedict

We would like to thank you for the opportunity to propose on the equipment analysis, process optimization and O&M Manual preparation of the Packed Tower Aerators (PTAs) for the Kietzke, Mill Street/Corbett, and High/ Morrill systems. This is follow-on work to the operation and maintenance items identified in the Packed Tower Aerators Assessment Report (CDM Smith, 2015) and the Phase 2 Operations Evaluation and Maintenance of the Packed Towers currently being performed. The central focus of this work would be to perform an equipment engineering analysis of the blowers to determine if adding a VFD would be beneficial to the County and optimizing the PTA process by reviewing existing O&M information, updating the O&M Manuals, and preparing standard operating procedures (SOPs) for the Mill, Kietzke and Morrill Water Treatment Plants.

The Truckee Meadows Water Agency (TMWA) will assist the Washoe County Community Services Department/Remediation District Program (OWNER) by providing relevant data, reviewing the studies and reports, providing access to the facilities (if needed) and by participating in progress conference calls and workshops.

The work will be divided into two tasks, with Task 1 consisting of the engineering analysis, process optimization and O&M manual update and Task 2 being the Owner Approved Contingency.

- **Task 1: Phase 2 Equipment Analysis, Process Optimization and O&M Manual Update.**
Follow-up investigations as recommended in the Assessment Report, including potential energy savings, expected changing MCL regulations, possible PTA system upgrades and optimization of the control strategies. This task will also include an O&M Program update to update the existing manuals, redefine O&M practices, and align O&M components with TMWA's Cityworks asset management system.
- **Task 2: Owner Approved Contingency.** This task is an allocation of funds for unforeseen and/or out of scope work that might require additional field staff, investigations or further development not



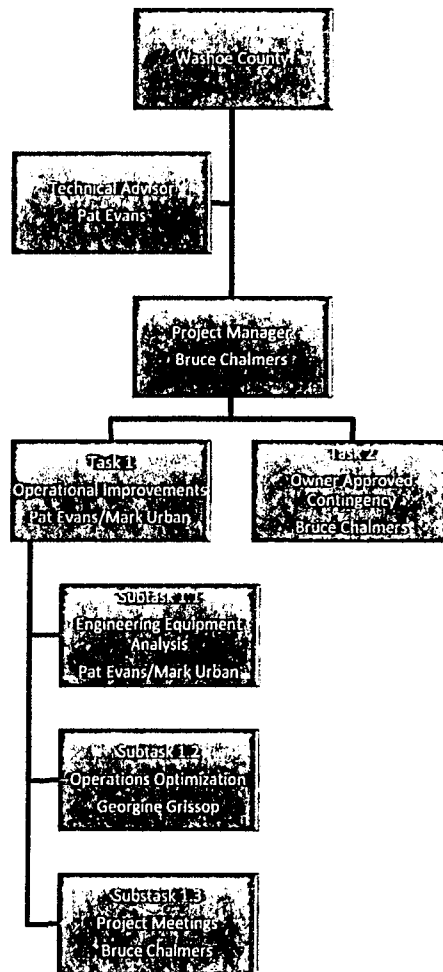


Chris Benedict
July 6, 2016
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currently defined in Task 1. CDM Smith will prepare a written Task Amendment request to obtain written authorization from Washoe County prior to proceeding with any additional out of scope services.

Organizational Chart

The chart shown below indicates the scope of services structure and the assigned task leader for each of the activities proposed for this project.



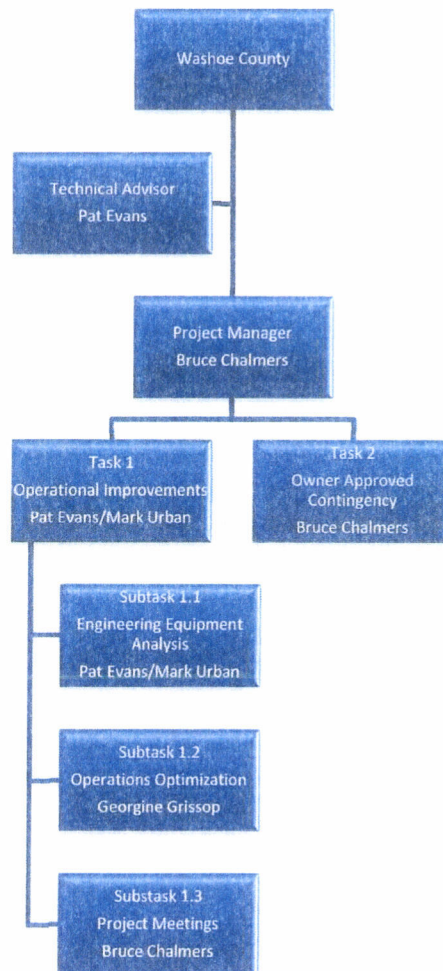


Chris Benedict
July 6, 2016
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currently defined in Task 1. CDM Smith will prepare a written Task Amendment request to obtain written authorization from Washoe County prior to proceeding with any additional out of scope services.

Organizational Chart

The chart shown below indicates the scope of services structure and the assigned task leader for each of the activities proposed for this project.





Chris Benedict
July 6, 2016
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SCOPE OF SERVICES AND DELIVERABLES

TASK ORDER 1 –EQUIPMENT ANALYSIS, PROCESS OPTIMIZATION AND O&M MANUAL UPDATE

The Task 1 scope of work includes a subtask for an engineering equipment analysis of the existing blowers at the Mill, Kietzke and Morrill WTPs; an operations optimization subtask for the same facilities to review existing O&M manuals, develop new digital O&M manuals, coordinate with TMWA's asset management system; and a subtask to develop a first draft of Standard Operating Procedures (SOPs).

Subtask 1.1 –Equipment Engineering Analysis

The WTP equipment analysis will investigate potential modifications to existing equipment to reduce energy costs, anticipate changes to the maximum contaminant levels (MCLs), and provide recommendations to make the current control strategies more efficient. The detailed work includes the following:

1. Investigate the energy savings, accessibility of repair parts and return on investment to either upgrade the blower drive (VFD) or upgrade to a newer more efficient blower package.
2. Investigate possible alternative blower manufacturer options, availability, and cost.
3. Investigate the possible replacement of the existing motor starters and consider the replacement of the starters with Adjustable Speed Drives (ASDs) to better match the blower performance curve and optimize the performance of the Mill and Morrill facilities.
4. Develop design criteria for blower system evaluation, including water and air flows, power cost, operation periods, financial criteria (interest, RR).
5. Evaluate the cost to benefit ratio for possible upgrades and provide recommendations.
6. Provide a preliminary control strategy for high efficiency operation.
7. Summarize status of potential changes to PCE/TCE MCLs.
8. Estimate PTA operation at revised PCE concentrations/required effluent concentrations
9. Prepare a Technical Memorandum summarizing the results of the engineering equipment analysis and recommendations for implementation.



Chris Benedict
July 6, 2016
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Deliverables

A PDF and Word version of the short Engineering Equipment Analysis Technical Memorandum summarizing the findings, recommendations and prioritized action plan will be submitted for the OWNER's review. A conference call meeting/ workshop will be held to obtain input from the OWNER and receive comments on the draft TM. Following receipt of the OWNER's comments, the CONSULTANT will prepare a Final technical memorandum (in Word and PDF formats) to the OWNER.

Subtask 1.2 – Process Optimization

The CONSULTANT will review existing Operation and Maintenance (O&M) information, existing standard operating procedures (SOPs) and using the information and analysis gathered in the current Phase 2 Operations Evaluation and Maintenance of the Packed Towers work. The CONSULTANT will update the standard operations procedures focusing in improving the operation of the facilities. Task will outline the asset management system coordination, and prepare a digital O&M manual and updated standard operating procedures for each WTP (Mill, Kietzke and Morrill).

Subtask 1.2.1 – Review Existing O&M Information and Program Coordination. – The CONSULTANT will review existing O&M information for the Mill, Kietzke and Morrill WTPs. The CONSULTANT will determine additional data needs and work with the OWNER to obtain the additional data as required. Data and information required for this task includes:

1. Structure and categorization of the TMWA's Cityworks CMMS system. TMWA to provide brief description of the facilities and all diagrams and system structure for Consultant to match to the best extent possible the current asset management system for the preparation to the updated O&M manuals.
2. The CONSULTANT will prepare a list of potential O&M programs that could be implemented by the OWNER. The list will be submitted to the OWNER and TMWA for review and approval. An overview of what would be included in each specific O&M Program would be provided, but details of the O&M program and their implementation would be developed as part of a future project.
3. The O&M Program list and overviews will be prepared in accordance with the structure provided by TMWA to align with their Cityworks asset management system. The O&M Program list and overview shall be developed for the following potential programs:
 - a. Equipment/assets, as categorized by TMWA's Cityworks system



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- b. Preventative maintenance (PM) program
- c. Routine monitoring program
- d. Calibration/functionality check program for instruments such as flow meters and level measurement
- c. Data management program, including what kind of data, how often data should be collected, and uses for the data collected

The components and concepts established in this task (and the report deliverable) will be used to develop, as practical, the O&M Programs as part of the O&M Manual Updates (1.2.2). Once the program is defined, the OWNER and TMWA can determine which parts can be easily implemented and which ones will require further development. For example, PM Program - vibration analysis will require specialized equipment and training to be properly executed by TMWA. The OWNER & TMWA will use this task as a format to identify necessary & practical programs for implementation

Deliverables

A PDF version and Word version of the Draft Operation and Maintenance Program Description TM summarizing the findings will be submitted for the OWNER's and TMWA's review. A conference call workshop (see Task 1.3.2 Equipment Analysis Workshop) will be held to obtain input from the OWNER/TMWA and receive comments on the Draft O&M Program Description TM. Following receipt of the OWNER's and TMWA's comments, the CONSULTANT will prepare a Final O&M Program Description TM and will submit electronic files (word, PDF) of the Final O&M document to the OWNER.

Subtask 1.2.2 – Operation and Maintenance Manuals Update. – The CONSULTANT shall develop a digital O&M manual for each of the WTPs based on the information reviewed in Task 1.2.1. The electronic O&M Manuals will be updated to reflect the current equipment, updated SOPs and operation of the system. Separate digital O&M manuals will be prepared for the Mill, Kietzke and Morrill WTPs.

Deliverables

A PDF version and Word version of the draft O&M Manuals will be submitted for the OWNER's and TMWA's review. A conference call meeting/workshop (see Task 1.3.3 O&M Manual Workshop) will be held to obtain input from the OWNER/TMWA and receive comments on the Draft O&M Manuals. Following receipt of the OWNER's comments, the CONSULTANT will prepare Final O&M Manuals will submit electronic files (word, PDF) of the final documents to the OWNER.



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Subtask 1.2.3 – Standard Operating Procedures. The CONSULTANT will prepare a list of potential SOPs that need to be developed, reviewed, and/or updated. The list will be reviewed and approved by the OWNER and TMWA prior to the detailed preparation of the SOPs. The CONSULTANT will develop a draft SOP for the selected equipment/processes. The OWNER and TMWA will review and comment on the draft SOPs. An Operator Workshop (see Task 1.3.4), attended in person by the Operations Specialist, will be held to discuss the SOPs. TMWA will provide comments on the draft SOPs. The CONSULTANT will finalize the SOPs and incorporate the SOPs into the O&M Manuals. Ten (10) SOPs are assumed for this scope, and may include the following: normal start-up, normal shut-down, PTA operation, media change-out, blower operation, air filter maintenance, chemical system operation, PTA cleaning, instrument calibration (pressure and flow). The SOPs will be similar between WTPs. Any additional SOPs required could be addressed under Task 2 - Owner's Approved Contingency.

Deliverables

PDF and Word versions of the draft SOPs will be submitted for the OWNER's and TMWA's review. A conference call meeting/ workshop will be held to obtain input from the OWNER/TMWA and receive comments on the draft SOPs. The CONSULTANT will finalize the SOPs based on the comments and incorporate the SOPs into the O&M Manuals.

Subtask 1.3 – Project Meetings

Subtask 1.3.1 – Kick-off Meeting. – A Task 1 Kickoff Meeting will be held on-site with the OWNER at the initiation of this project to discuss schedule, task organization, communication protocols, goals, expectations, project objectives, and task specific requirements. Background information (if any) to be supplied by the OWNER should be provided ahead of this meeting. The kick off will be in a workshop format to address the OWNER and TMWA to discuss the O&M TOC and the draft SOP list. The Project Manager will attend the Kick-off meeting in person.

Subtask 1.3.2 – Equipment Analysis Workshop. – The CONSULTANT will participate in one (1) conference call workshop with the OWNER to discuss the OWNER's comments on the draft Equipment Analysis TM. Notes and action items from the meetings will be documented in e-mail format.

Subtask 1.3.3 – O&M Manual Workshop. – The CONSULTANT will participate in one (1) conference call workshop with the OWNER to discuss the OWNER's comments on the draft O&M Manuals. Notes and action items from the meetings will be documented in e-mail format.

Subtask 1.3.4 – Operator Workshop. The CONSULTANT will prepare for and hold an Operator's Workshop with the OWNER and TMWA staff as appropriate. The draft digital O&M manuals and the draft SOPs will be discussed. The one day meeting will be held at an OWNER selected site in Reno,



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Nevada. The Operations Specialist will attend the meeting in person. Action items from the meetings will be documented in e-mail format.

Subtask 1.3.5 – Progress Meetings. – The CONSULTANT will participate in three (3) one- hour progress conference calls with the OWNER to discuss the progress of the Task 1 work. Notes and action items from the meetings will be documented in e-mail format.

TASK 2 – PROJECT CONTINGENCY

CONSULTANT has included a budget allowance of 20 percent of the Task 1 budget to address possible out of scope items. The CONSULTANT will prepare a written Task Amendment request to obtain written authorization from the OWNER prior to proceeding with any additional out of scope services.

Assumptions:

1. Additional visits deemed necessary by CONSULTANT and mutually agreed by OWNER.
2. Any additional scope support services requested by OWNER within the limits of the Contingency Budget.
3. Budget not to exceed 20 percent of the Task 1 budget for a contingency task upper limit.

Deliverables

The CONSULTANT will prepare an agenda, presentation materials as appropriate, and meeting notes for the meetings. The CONSULTANT will prepare a PowerPoint presentation for the Operator Workshop.

TIME OF COMPLETION

Table 1 is a preliminary schedule for the proposed Scope of Work. This preliminary schedule assumes that the CDM Smith will receive an executed Purchase Order from the OWNER on or before August 15, 2016. This schedule can be adjusted and refined for a different starting date. This schedule assumes that requested data are provided in a timely manner and that the facilities are accessible.



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Table 1
Preliminary Schedule

Task	Start	End	Deliverable Date
Task 1.1	NTP	3 months	Draft TM – October 14, 2016
Task 1.2	NTP	3 months	Draft O&MM – October 28, 2016
Task 1.3	NTP	3 months	
Task 2	TBD	TBD	

PAYMENT AND COMPENSATION

The fee for Tasks 1 and 2 for the professional services described above will be time and materials with an upper limit of \$154,999 as shown in **Table 2**. A detailed breakdown of hours, labor costs, and ODCs is attached. CDM Smith will submit one invoice each month. The monthly invoice amount will be based on the actual work incurred each month.

Task 2 – Owner Controlled Contingency is provided for additional tasks outside of the foreseeable scope, to be released only upon written approval from the OWNER.

Based upon the approach described above and listed assumptions the following estimate is provided:

Table 2
Fee Estimate

Task	Hours/ System	Labor	ODCs	Total
Task 1	754	\$123,690	\$4874	\$129,166
Subtotal	754	\$123,690	\$4874	\$129,166
Task 2	151	\$24,738	\$975	\$25,833
Total	905	\$148,428	\$5,849	\$154,999

Should you have any questions please do not hesitate to call Bruce Chalmers (714)-227-8242.

Very truly yours,

Robert B. Chalmers
 Vice President
 CDM Smith Inc.

Attachment
 Fee Estimate Breakdown

EXHIBIT B
FEE SCHEDULE

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EXHIBIT 1

Washoe County Community Services Department Phase 3 Equipment Analysis, Process Optimization and O&M Manuals Manhour Estimate													Project Fee Estimate					
Task	Task Description	CDM Smith											Estimated Hours	CDM Smith Labor	Out Prof.	ODC's	Total	
		CSM	TRC/ QAQC	PM	PE Lead	Process Engineers			Field		Graphics	Admin						
						Lead	Mid	Staff	Lead	Staff								
		260	260	260	185	185	140	185	125	140	115		1			0.02		
TASK 1: PHASE 2 EQUIPMENT ANALYSIS, PROCESS OPTIMIZATION AND O&M MANUAL UPDATE																		
1.1	Equipment Engineering Analysis																	
1.1.1	Blower Investigation	0	0	1	1	2	4	2	0	0	0	1	11	\$1,885	\$0	\$38	\$1,923	
1.1.2	Blower Design Criteria	0	0	0	1	2	4	2	0	0	0	1	10	\$1,625	\$0	\$33	\$1,658	
1.1.3	Blower Cost/Benefit Evaluation	1	0	1	1	2	4	2	0	0	0	1	12	\$2,145	\$0	\$43	\$2,188	
1.1.4	Blower Control Strategy	1	0	0	1	2	4	4	1	0	0	1	20	\$3,190	\$0	\$64	\$3,254	
1.1.5	PCE/TCE MCL Changes	0	0	1	1	2	4	2	1	0	0	1	12	\$2,070	\$0	\$41	\$2,111	
1.1.6	PTA Operation with Revised PCE MCLs	0	0	1	3	4	10	4	0	0	0	1	23	\$3,925	\$0	\$79	\$4,004	
1.1.7	Equipment Analysis TM (Draft)	1	4	2	4	8	16	8	2	0	0	1	57	\$9,760	\$0	\$195	\$9,955	
1.1.8	Equipment Analysis TM (Final)	0	0	1	2	4	8	4	2	0	3	3	27	\$4,415	\$0	\$88	\$4,503	
1.2	Process Optimization																	
1.2.1	Review Existing O&M Information																	
1.2.1.1	TMWA Cityworks CMMS System Coordination	0	0	1	2	0	2	2	8	12	0	1	28	\$3,965	\$0	\$80	\$4,075	
1.2.1.2	O&M Program List	1	0	1	2	0	2	2	10	16	0	4	38	\$5,840	\$0	\$117	\$5,957	
1.2.1.3	O&M Program Overviews	1	0	1	2	0	2	2	16	30	2	4	60	\$8,980	\$0	\$180	\$9,160	
1.2.1.4	O&M Program Description Report (Draft)	1	4	1	2	0	2	2	12	24	4	4	56	\$8,810	\$0	\$178	\$8,988	
1.2.1.5	O&M Program Description Report (Final)	0	0	1	2	0	2	2	8	12	2	2	31	\$4,760	\$0	\$95	\$4,855	
1.2.2	Operation and Maintenance Manual Update																	
1.2.2.1	M&E Street O&M Manual	0	2	2	6	0	0	0	18	18	2	3	47	\$7,825	\$0	\$157	\$7,982	
1.2.2.2	Getzke O&M Manual	0	2	2	6	0	0	0	18	18	2	3	47	\$7,825	\$0	\$157	\$7,982	
1.2.2.3	Morrill O&M Manual	1	2	2	6	0	0	0	24	48	2	6	93	\$14,310	\$0	\$286	\$14,596	
1.2.3	Standard Operation Procedures																	
1.2.3.1	Prepare SOPs (Draft)	0	1	1	2	0	0	0	15	30	0	2	51	\$7,675	\$0	\$154	\$7,829	
1.2.3.2	Prepare SOPs (Final)	0	1	1	2	0	0	0	8	18	0	2	32	\$4,880	\$0	\$88	\$4,978	
1.3	Project Meetings																	
1.3.1	Kick-off Meeting (1)	0	0	12	4	0	0	0	4	0	0	2	22	\$4,880	\$0	\$1,088	\$5,968	
1.3.2	Equipment Analysis Workshop (1)	0	0	4	8	0	0	0	4	0	0	2	18	\$3,610	\$0	\$72	\$3,682	
1.3.3	O&M Manual Workshop (1)	0	0	4	4	0	0	0	8	0	0	2	18	\$3,550	\$0	\$71	\$3,621	
1.3.4	Operator Workshop (1)	0	0	4	4	0	0	0	12	12	0	0	32	\$5,580	\$0	\$2,111	\$7,691	
1.3.5	Progress Meetings (2)	0	0	3	3	0	0	0	3	0	0	2	11	\$2,165	\$0	\$43	\$2,208	
	Subtotal	7	16	47	71	26	64	36	189	234	29	64	764	\$123,890	\$0	\$4,874	\$128,166	
TASK 2 - OWNER APPROVED CONTINGENCY																		
2.1	Owner Approved Contingency	1	3	9	14	5	13	8	34	47	6	11	151	\$24,738	\$0	\$975	\$25,813	
	Subtotal	1	3	9	14	5	13	8	34	47	6	11	151	\$24,738	\$0	\$975	\$25,813	
TOTAL (ALL TASKS)		8	19	56	86	31	77	44	202	281	35	85	906	\$148,428	\$0	\$5,849	\$154,999	

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EXHIBIT C

**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION
REQUIREMENTS FOR
CONSULTANT ENGINEERING SERVICES**

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EXHIBIT C

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR CONSULTANT ENGINEERING SERVICES PHASE 3 PACKED TOWER AERATORS EQUIPMENT ANALYSIS PROCESS OPTIMIZATION AND O&M MANUALS UPDATE WASHOE COUNTY WATER RESOURCES

INDEMNIFICATION

CONSULTANT and General Liability

As respects acts, errors or omissions in the performance of CONSULTANT services and all acts or omissions which do not arise directly out of the performance of CONSULTANT services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, hold harmless and defend COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by negligent acts, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees or agents of the CONSULTANT (1) in the performance of the contract, or (2) which are, or are not, based upon or arising out of the professional services of CONSULTANT, to the full extent allowed by law.

More specifically and without limitation to the foregoing, in recognition of the limitations provided in NRS 338.155, CONSULTANT is not required to defend COUNTY and the employees, officers and agents of the COUNTY with respect to the liabilities, damages, losses, claims, actions or proceedings caused by negligent acts, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees or agents of CONSULTANT which are based upon or arising out of the professional services of CONSULTANT. However, if CONSULTANT is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the COUNTY, as reimbursement for the attorney's fees and costs incurred by COUNTY in defending the action, by CONSULTANT in an amount which is proportionate to the liability of CONSULTANT.

GENERAL REQUIREMENTS

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

INDUSTRIAL INSURANCE (Workers' Compensation)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Sub-consultant by COUNTY. CONSULTANT agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONSULTANT or Sub-consultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

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

MINIMUM LIMITS OF INSURANCE

CONSULTANT shall maintain coverages and limits no less than:

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

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

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

1. General Liability Coverages
 - a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; or premises owned, occupied or used by CONSULTANT. The coverage shall

contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

b. CONSULTANT'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

d. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUB-CONSULTANTS

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

MISCELLANEOUS CONDITIONS

1. CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONSULTANT, any Sub-consultant, or anyone employed, directed or supervised by CONSULTANT.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-consultants under it.

3. In addition to any other remedies COUNTY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONSULTANT to stop work under this Agreement and/or withhold any payments which become due CONSULTANT here under until CONSULTANT demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.