



WASHOE COUNTY

Integrity Communication Service

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CM/ACM	_____
Finance	<u>KE</u>
DA	<u>SH</u>
Risk Mgt.	<u>DE</u>
HR	<u>N/A</u>
Comptroller	<u>CH</u>

STAFF REPORT

BOARD MEETING DATE: June 13, 2017

DATE: May 19, 2017

TO: Board of County Commissioners

FROM: Rick Warner, P.E., Sr. Licensed Engineer, Engineering & Capital Projects, Community Services Department, 954-4621, rwarner@washoecounty.us

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

SUBJECT: Recommendation to approve an Agreement for Consulting Engineering Services between Washoe County and Carollo Engineers, Inc., commencing June 15, 2017 through June 30, 2018, to provide facility planning and engineering design services for sanitary sewer interceptors within the South Truckee Meadows Water Reclamation Facility service territory [\$466,697]. (Commission District 2.)

SUMMARY

The Community Services Department (CSD) is recommending approval of a professional services agreement with Carollo Engineers, Inc. (Carollo) to provide facility planning and design engineering services for sanitary sewer interceptors within the South Truckee Meadows Water Reclamation Facility (STMWRF) service territory.

Based upon recently completed infrastructure facility planning, CSD has identified \$50-60 million of sanitary sewer interceptor pipelines and treatment infrastructure construction is needed within the South Truckee Meadows over the next 20-years. Facility planning and design engineering phases are critical steps to assure existing and new sewer infrastructure is properly evaluated, thoughtfully planned, and implemented on-schedule and within budget. Sewer infrastructure construction costs are recovered by CSD through privilege connection fees paid by new development and through sewer user fees paid by sewer utility customers.

The professional service contract being considered at this time supports several critical sanitary sewer planning and engineering tasks completed over the next 12 months:

- Updates the existing South Truckee Meadows Water Reclamation Facility Plan, dated February 2016, to refine wet-weather sewer flow analysis utilizing data from the 2016/17 wintertime storm events.
- Identify impacts to existing infrastructure resulting from new development projects in the Butler Ranch/Bella Vista Ranch area.

- Conduct a risk-based capacity and asset-condition evaluation for the Steamboat Lift Station and pipeline, which is Washoe County's largest and most critical sanitary sewer pump station.
- Facility planning to identify the benefits, constraints, and costs to extend sanitary sewer infrastructure throughout the South Truckee Meadows sanitary sewer service area(s).
- Preliminary design engineering work for the Pleasant Valley Sanitary Sewer Interceptor Reach 3, which when completed, would extend sanitary sewer interceptor service to areas in the vicinity of Mt. Rose Highway/Geiger Grade, and accommodate a future sanitary sewer project originating from World Properties/St. James Village.
- Public engagement including information and input meetings with local and state regulatory agencies, developers, interest groups, citizen advisory boards (Washoe County areas), neighborhood advisory boards (City of Reno areas), and planning commission.

Washoe County staff conducted a qualifications-based selection process for an engineering consultant team to conduct this work. Carollo, a consulting firm with extensive wastewater treatment facility engineering expertise was ranked highest amongst several other highly qualified regional engineering firms.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

On March 10, 2015, the Board of County Commissioners (Board) awarded an agreement for consulting engineering services with Carollo Engineers Inc. to provide facility planning services for the South Truckee Meadows Water Reclamation Facility.

On February 13, 2007, the Board awarded an agreement for consulting engineering services with CH2M Hill Inc. to provide facility planning and preliminary engineering services for the South Truckee Meadows Water Reclamation facility.

On August 20, 2002, the Board adopted the South Truckee Meadows Water and Wastewater Facility Plan.

BACKGROUND

Washoe County owns and operates the South Truckee Meadows Water Reclamation Facility (STMWRF), which provides sewer treatment to approximately 13,000 homes and businesses within southern Washoe County, including portions of the City of Reno. The facility was commissioned in 1990 and expanded in 2003. STMWRF is presently configured to treat up to 4.1 million gallons of sewage per day (mgd).

Since STMWRF is nearing its permitting capacity, the State of Nevada Division of Environmental Protection requires Washoe County update the facility planning to assure the next phase of sanitary sewer interceptor and treatment capacity is thoughtfully planned and ready when needed. Major sewer infrastructure improvements can take five

years or longer to plan, design, permit, finance and construct. **Table 1** lists the focus tasks scheduled for the next 12 months.

Table 1. Scope of Proposed Work

Task	Task Description	Fee
Tasks 1-4 relate to updating an existing Facility Plan		
1	Project Management and Delivery <i>Task includes public engagement including information and input meetings with local and state regulatory agencies, developers, interest groups, citizen advisory boards (Washoe County areas), neighborhood advisory boards (City of Reno areas), and planning commission.</i>	\$ 55,001
2	Wet Weather Sewer System Analysis <i>Task includes evaluating sewer interceptor and pump station capacities and design criteria utilizing wet-weather flow data resulting from the 2016/17 wintertime storm data.</i>	\$ 16,556
3	Expanded Sanitary Sewer Service Territory Analysis <i>Infrastructure capacity analysis to expand the South Meadows sewer service territory boundary to include areas in the vicinity of Butler Ranch/Bell Vista Ranch.</i>	\$ 31,792
4	Steamboat Lift Station and Pipeline Analysis <i>Task evaluates the capacity and redundancy requirements for the Steamboat Lift Station and force main pipeline using a risk-based process.</i>	\$ 20,574
5	Pleasant Valley Sewer Interceptor Facility Plan <i>Work determines infrastructure requirements, total project costs, and cost allocations for extending sanitary sewer service to areas south of the Mt. Rose Highway/Geiger Grade.</i>	\$ 22,384
7	Additional Engineer Services <i>Task would allocate resources to work not presently identified. If needed, additional work must be authorized in advance by Washoe County.</i>	\$ 25,000
Subtotal for Tasks 1-5 & 7 (assigned to CSD cost center 668600)		\$ 171,307
6	Pleasant Valley Sewer Interceptor Preliminary Design <i>Task includes preliminary engineering to extend the Pleasant Valley Sanitary Sewer Interceptor from Damonte Ranch Parkway to south of the Mt. Rose Highway. Task also includes the preliminary design work to replace an existing sewer pump station and force main pipeline in the Town Drive vicinity.</i>	\$ 295,390
Subtotal for Task 6 (assigned to CSD project WR842017.5)		\$ 295,390
Total Tasks 1-7		\$ 466,697

FISCAL IMPACT

Sufficient funds and budget authority exist in Fund 566, cost center 668600, account 710100 for the work identified under tasks 1-5 and 7 totaling \$171,307. Sufficient funds and budget authority exist in Fund 566, project WR842017, account 710100 for the work identified under task 6 totaling \$295,390. Revenues in support of this professional service contract are provided from developer sewer connection fees.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve an Agreement for Consulting Engineering Services between Washoe County and Carollo Engineers, Inc., commencing June 15, 2017 through June 30, 2018, to provide facility planning and engineering design services for sanitary sewer interceptors within the South Truckee Meadows Water Reclamation Facility service territory [\$466,697].

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be "Move to approve an Agreement for Consulting Engineering Services between Washoe County and Carollo Engineers, Inc., commencing June 15, 2017 through June 30, 2018, to provide facility planning and engineering design services for sanitary sewer interceptors within the South Truckee Meadows Water Reclamation Facility service territory [\$466,697]."

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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

WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the "Pleasant Valley Interceptor Reach 3-4 Alignment Planning and Predesign 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 June 15, 2017.

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 June 30, 2018, 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 **\$466,697**. 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, 2017. 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 and **Consultant shall be entitled to use and rely upon all such information in accordance with the Standard of Care as set forth in Article 5.** 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:

Tim Loper, Associate Vice President
Carollo Engineers
1 East Liberty, Suite 424
Reno NV 89501

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

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant shall be in state district court 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

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

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. Actual damages for the County’s breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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 the negligence, 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 the negligence, 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:

Dated this ____ day of _____, 2017

By _____
Robert Lucey, Chair
Washoe County Commission

CONSULTANT:

Dated this 11 day of May, 2017

By _____
Tim Loper, Associate Vice President Tim Taylor, Vice President
Carollo Engineers, Inc.

**EXHIBIT A
WASHOE COUNTY, NEVADA**

**PLEASANT VALLEY INTERCEPTOR REACH 3-4 ALIGNMENT PLANNING AND PRE-
DESIGN**

SCOPE OF SERVICES

PROJECT BACKGROUND

Washoe County (COUNTY) Department of Water Resources (DWR) owns and manages wastewater collection system facilities within the South Truckee Meadows Basin. There are 142.5 miles of sewer pipe owned by the COUNTY. In addition, flows from sewer pipelines owned by the City of Reno are tributary to the COUNTY's sewer system. The collection system has seven wastewater lift stations of various capacities. The COUNTY's existing hydraulic sewer model (InfoSewer) is a skeletonized representation of the collection system that only models the Steamboat Lift Station.

Planning began more than 30 years ago, and the Pleasant Valley Interceptors (PVI) project has been envisioned to serve the very southerly portions of Washoe County. The PVI was planned to be constructed in four Reaches (Reach 1-4). Reach 1 originates at the South Truckee Meadows Water Reclamation Facility (STMWRF). Reach 2 terminates at Damonte Ranch Parkway, just south of Steamboat Parkway. In the early/mid 2000s, work intensified to plan, design, and acquire land for Reaches 3 and 4. The great recession halted all work in the late 2000s.

The planned alignment for Reach 3 extends from the terminus of Reach 2 southerly to the COUNTY's Dorothy Town Lift Station near Towne Drive. Reach 3 construction is intended to be the responsibility of the COUNTY. The planned alignment for Reach 4 continues south from the Dorothy Town Lift Station to Pleasant Valley near Pagni Lane. Reach 4 is intended to provide sewer service to World Properties Inc (WPI) [~1,000 homes] and St. James's Village [~500+ ERU], with design and construction the responsibility of World Properties Inc. (WPI).

Approximately three years ago, renewed interest in building Reaches 3 and 4 was brought forward by WPI. WPI is presently designing and obtaining permits to locate a force main within the US 395 alignment, originating at the Dorothy Town Lift Station and terminating at Pagni Drive. WPI has expressed that their intent to start building in the 2018 timeframe, thus Washoe County needs to finalize plans for Reach 3.

Carollo Engineers, Inc. (ENGINEER) in the process of completing the facilities plan for Reach 3. In an effort to better define the alternatives and costs associated with PVI Reach 3, the COUNTY would like to complete more detailed analysis of two alternatives to move forward with a final recommendation. This amendment to ENGINEER's existing contract will include the the following project elements:

- Finalize the PVI Reach 3, and Reach 4 Facilities Plan and estimated construction costs.

- Coordination with the development community on the further definition of the planned developments in Reach 3, and determine how those development details would affect the planned alignments and constructability of Reach 3.
- Conduct a detailed alternative analysis of two final alignments.
- Field investigations to develop a current understanding of subsurface conditions that will affect pipeline construction.
- Topographical survey of the complete alignment of the final recommended alternative and alignment.
- Develop a Preliminary Design Report for the finalized alignment including 35% Plan and Profile Drawings.
- Develop 35% construction cost estimates.

SCOPE OF SERVICES

The scope of services is defined by the following tasks.

TASK 1 - PROJECT MANAGEMENT

Project management will be conducted under this task. This includes managing the project team, coordinating with subconsultants, managing the scope and budget and project meetings.

Task 101 - Project Administration. ENGINEER will administer the project and subconsultants to maintain project schedule and budget. The project progress and budget status will be included in monthly progress reports that will be attached to billing invoices. Additionally, the monthly progress report will include a list of work completed for the time period, meeting minutes for all meetings held during the time period, and an updated decision log.

Task 102 - Project Meetings. ENGINEER will coordinate the project tasks between the COUNTY, subconsultants, stakeholders, and other agencies as required through project meetings. ENGINEER will prepare an agenda and meeting minutes for each of these meetings. All specific task workshops are provided for in their respective tasks. Anticipated project meetings and workshops are identified below:

- Monthly Project Status Meetings (Conference call, assume three (3) total)
- DRAFT PDR Review Meeting
- Two Meetings with major stakeholders including:
 - Damonte Ranch
 - Lewis Homes
 - Nevada Department of Transportation
 - Town Trust

- Truckee Meadows Water Agency
- NV Energy
- World Properties
- Stations Property Owners

Carollo assumes that additional meetings will be required with the development community to finalize the Facilities Plan for the PVI, and the scope and fee for those meetings are included in Task 2 below.

Task 103 - Implement Quality Management. ENGINEER shall implement and maintain a Quality Management Program for the project. This program is based on the concept of continually improving quality by identifying and correcting problems, eliminating inefficiency, reducing variability, and increasing performance. There are three main components of quality management that ENGINEER applies to each project: planning, monitoring, and reporting. Each one of these components is reviewed on a bi-monthly basis and any necessary adjustments to the project are made to address the issues at hand.

Additionally, ENGINEER will provide value engineering concepts throughout the life of the project to identify potential alternatives that may provide greater value to the COUNTY or that may reduce overall project costs. This is accomplished through the continual peer review process throughout the project. It also incorporates COUNTY comments received during the review process

Task 1 Deliverables:

- Monthly status reports.
- Meeting agendas and minutes.
- Updated decision logs.

TASK 2 - WET WEATHER COLLECTION MODEL VERIFICATION

ENGINEER will work with the COUNTY to conduct a review of the existing collection system model's ability to simulate the peak wet weather flows experienced during the winter of 2017. The ENGINEER will work with the COUNTY to develop a list of required data for the model review and validation. ENGINEER will aggregate rainfall, flow, SCADA, and other required data into a format that can be imported into the existing model, and develop specific rainfall event scenarios based on agreed upon scenarios with COUNTY staff. ENGINEER will run the identified scenarios and develop figures, and tables to compare the measured results to the model simulated results to determine accuracy.

The ENGINEER will conduct one meeting with the COUNTY to review the model validation results and make recommendations on any modifications to the collection system model that will provide benefit.

Task 2 Assumptions:

- COUNTY will collect and supply ENGINEER with the required data for model validation.

- Does not include flow monitoring, significant revisions (re-calibration) of the existing hydraulic model.
- Includes the development of three (3) additional scenarios to simulate historical storm events.

TASK 3 - BELLA VISTA RANCH DEVELOPMENT IMPACT ANALYSIS

Under this task, the ENGINEER will coordinate with the COUNTY to develop the required data to simulate the impacts of the development of the BVR on the STMWRF collection system. ENGINEER will review the developers existing flow projections, peaking factors, and flow routing, and make recommendations on conformance to COUNTY standards, and industry standards for collection system planning.

ENGINEER will evaluate the existing STMWRF collection system based on the criteria established in existing COUNTY standards and planning documents. ENGINEER will develop a letter report that summarizes the findings of the evaluation and makes recommendations on potential changes to the developer's plans to accommodate the BVR development.

ENGINEER will also conduct an evaluation of the capacity of the Steamboat Pump Station for minimum and peak flow capacity. The evaluation will include an analysis of the pump stations capacity based on the flows measured and observed in specific storm events from the winter of 2017.

ENGINEER will conduct one meeting with COUNTY staff to review the results of the analysis. ENGINEER will develop graphs and figures illustrating the findings of the analysis to be presented at the meeting. ENGINEER will conduct one (1) meeting with the COUNTY and the developers to discuss the results and recommendations.

Task 3 Assumptions:

- ENGINEER will develop a list of information that the COUNTY will provide to review the development proposal for BVR
- Does not include development of detailed pipeline plan and profile calculations for the BVR development.
- Includes one meeting with the COUNTY and one meeting with the COUNTY plus the developers to discuss findings and recommendations

TASK 4 - FORCEMAIN RISK ASSESSMENT

ENGINEER will work with the COUNTY to conduct a risk assessment of the Steamboat forcemain that conveys wastewater from the Steamboat Pump Station to the STMWRF wastewater treatment plant. ENGINEER will conduct a desk top analysis of the forcemain including age, material, and hydraulics. ENGINEER will develop recommendations for field condition assessments, and future inspections including appropriate technology, and will make recommendations on reliability and redundancy. ENGINEER will develop a technical memorandum that summarizes the existing risk, condition, and recommendations. The

ENGINEER will develop Class 5 cost estimates for potential forcemain improvements, and future inspection recommendations.

Task 4 Assumptions:

- No field inspections will be conducted as part of this task.

TASK 5 - FINALIZE FACILITIES PLAN

ENGINEER will work with the COUNTY to Finalize the PVI Reach 3, and 4 Facilities Plan. This task includes coordination with the development community to formalize two final alignment alternatives for PVI Reach 3 to support the completion of the Draft and Final PVI facilities plan. ENGINEER will develop a detailed cost estimate for all alternatives including the differentiation between cost and equivalent residential units (ERU) for Reach 3A, and 3B. This task also includes conducting the analysis using the hydraulic model for the inclusion of new development areas that have become known to the COUNTY since this project began. The Final Facilities plan will include a recommended alternative as well as details regarding the other alternatives that were considered.

Task 2 Assumptions:

- Includes three (3) coordination meetings with the development community.
- Includes presentations for stakeholders including Citizens Advisory Board, Nevada Division of Environmental Protection, and the Planning Commission.
- Includes the development of one (1) additional alignment alternative for Reach 3, and the development estimated construction cost for all the alternatives at a Class 5 level.

TASK 6 - DEVELOP PRELIMINARY DESIGN REPORT (PDR)

Under this task, the Preliminary Design Report (PDR) will be developed for the selected alternative alignment. This task includes a detailed alternative analysis for two final alternatives that will be considered for development for the PDR. The alternatives analysis for selected two (2) final alternatives includes the identification of a final recommended alternative, further development of the preferred alternative, completion of topographic field survey work, completion of preliminary geotechnical investigation and the development of the recommended alignment to a 35-percent level of completion.

6.1 - Review Existing Reports/Record Drawings. The project design team will review the existing reports and record drawings associated with the project. Review of information will include:

- Previous studies including preliminary design efforts, geotechnical and other field investigations.
- Various agency and utility record drawings.

This review will provide a baseline for the project team to confirm the hydraulics, pipeline alignment, utility conflicts, and other components necessary to complete the PDR.

6.2 - Confirm Design Criteria. The project team will confirm the design criteria under this task. This will include the review of COUNTY and ENGINEER design criteria and recommendations as to the criteria the best fits the needs of the project.

6.3 - Develop Pipeline Alignment Alternatives. This task will include identification of two (2) alternatives for the pipeline alignment that will be evaluated for the project. Each alternative will be analyzed for construction cost, maintenance, utility conflicts, development coordination, constructability, and operation.

6.4 - Confirm Hydraulics. The two (2) identified alternatives will be modeled to confirm the system hydraulics. The hydraulic model developed as part of the PVI Facilities Plan will be used for the hydraulic confirmation. The details of the two proposed alignments will be built into the model to simulate operations of each alternative.

6.5 - Complete Geotechnical Investigation. Subsurface geotechnical investigations will be completed of the two (2) alignments considered in this task.

6.6 - Confirm Pipeline Materials. This task will use the available information including subsurface investigation results to identify the anticipated materials that will be used during construction. This information will then be incorporated into the final design.

6.7 - Special Installation Considerations. Review of the existing subsurface conditions; and political pressures to avoid disruption to residential customers and businesses; the need to address challenging crossings, and Washoe County flood control channels; and other non-technical factors may require that special or trenchless construction methods be employed for the project. Under this task, ENGINEER will work with the COUNTY to determine the critical locations that may require trenchless construction methods.

6.8 - Identify Recommended Alternative. This task will include identification of the recommended alternative, anticipated construction cost estimate, proposed construction sequencing plan, proposed construction staging plan, proposed construction schedule, and any permits necessary to complete the final design and begin construction.

6.9 - Complete Topographic Survey on Recommended Alternative. Topographical surveys of the proposed alignments will be completed by the ENGINEER. This includes an aerial survey to develop a topographical map with a 100 foot strip that will include Right of Way and boundary determination. The topographical mapping will be used for the development of the PDR.

6.10 - Develop 35-Percent Plans. Plans, developed to the 35 percent design level, will be included in the Preliminary Design Report. Plan and profile drawings showing the horizontal and vertical alignments, critical utilities and easement requirements will be included for pipeline construction for the preferred alternative. The hydraulic profile of the preferred alternative will be included in the plans. The PDR will also include the preliminary layout for the Proposed Dorothy Towne Lift Station, the associated forcemain, and the gravity sewer from the existing Dorothy Towne Lift Station to the Proposed Dorothy Towne Lift Station.

6.11 - Develop "Draft" Preliminary Design Report. A "Draft" Preliminary Design Report (PDR) will be provided for COUNTY review. This report will include all components of the final

recommended project. Required copies of the "Draft" report will be provided to the COUNTY for review.

6.12 - Develop Final Design Report. A "Final" PDR will be provided that incorporates COUNTY review comments provided during the "Draft" report review process. Required copies of the "Final" report will be provided to the COUNTY.

TASK 7 - ADDITIONAL ENGINEERING SERVICES

ENGINEER will work with the COUNTY to define the scope of work for additional services that may develop. The scope and fee of this effort would be defined in advance and mutually agreed upon by the ENGINEER and the COUNTY. This task is intended to cover unforeseen events that could arise in the course of completing the tasks described above, or other items related to COUNTY wastewater operations.

Exhibit B: Labor Hour Breakdown and Fee Estimate
Pleasant Valley Interceptor Reach 3-4 Planning and Design
Washoe County Department of Water Resources



Task	Subtask	Activity Description	Labor Category										Total Hours	Labor Cost	Total ODC's	Total Project Budget	
			Senior Professional	Lead Project Professional	Professional	Assistant Professional	Senior Technician	DPC/Certical	Professional	Lead Project Professional	Professional	Assistant Professional					
1.0	PROJECT MANAGEMENT AND MEETINGS																
	101	Project Administration	88	88	30	8	0	0	0	0	10	232	\$ 52,286	\$ 2,714	\$ 56,000		
	102	Project Meetings	16	24	0	0	0	0	0	4	44	44	\$ 9,940	\$ 515	\$ 10,455		
	103	Quality Management	56	56	30	8	0	0	0	4	154	154	\$ 34,452	\$ 1,802	\$ 36,254		
2.0	Wet Weather Collection Model Verification																
	201	Wet Weather Collection Model Verification	4	8	24	40	40	8	8	8	92	92	\$ 15,480	\$ 1,076	\$ 16,556		
3.0	Bella Vista Ranch Development Impact Analysis																
	301	Bella Vista Ranch Development Impact Analysis	16	24	24	80	80	20	20	8	172	172	\$ 29,780	\$ 2,012	\$ 31,792		
4.0	Foremain Risk Assessment																
	401	Foremain Risk Assessment	8	16	24	40	40	16	16	8	112	112	\$ 19,284	\$ 1,310	\$ 20,594		
5.0	Finalize PVI Facilities Plan																
	501	Finalize Facilities Plan	14	20	18	40	40	20	20	8	120	120	\$ 20,880	\$ 1,404	\$ 22,284		
6.0	Develop Preliminary Design Report (PDR)																
	601	Review Existing Reports/Record Drawings	18	84	236	568	302	46	46	1,254	1,254	1,254	\$ 198,088	\$ 97,302	\$ 295,390		
	602	Confirm Design Criteria	2	2	4	8	8	0	0	2	18	18	\$ 3,184	\$ 211	\$ 3,395		
	603	Develop Pipeline Alignment Alternatives	2	4	16	32	8	8	2	2	64	64	\$ 10,654	\$ 749	\$ 11,403		
	604	Confirm Hydraulics	0	2	8	16	0	0	0	2	28	28	\$ 4,708	\$ 328	\$ 5,036		
	605	Complete Geotechnical Investigation	2	8	4	4	0	0	0	2	16	16	\$ 3,330	\$ 40,867	\$ 43,897		
	606	Confirm Pipeline Materials	0	4	4	8	8	0	0	0	16	16	\$ 2,948	\$ 187	\$ 3,135		
	607	Special Installation Considerations	2	2	8	24	24	4	4	2	42	42	\$ 6,916	\$ 491	\$ 7,407		
	608	Identify Recommended Alternative	2	2	8	16	16	8	8	2	38	38	\$ 6,144	\$ 445	\$ 6,589		
	609	Complete Topographical Survey on Recommended Alternative	2	2	8	4	4	4	4	2	14	14	\$ 2,248	\$ 40,314	\$ 42,562		
	610	Develop 35% Plans	2	40	120	320	240	16	16	738	738	738	\$ 112,524	\$ 9,635	\$ 122,159		
	611	Develop "Draft" Preliminary Design Report	2	8	24	80	16	16	8	8	138	138	\$ 22,116	\$ 2,115	\$ 24,231		
	612	Develop Final Preliminary Design Report	2	2	16	24	24	6	6	4	54	54	\$ 8,916	\$ 1,132	\$ 10,048		
7.0	Additional Engineering Services																
	701	Project Meetings	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 25,000	\$ 25,000		
		Project Meetings	148	248	358	776	366	88	88	1,982	1,982	1,982	\$ 335,978	\$ 130,819	\$ 466,697		
Project Totals																	

Exhibit C

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR PROFESSIONAL CONSULTANTING SERVICES PLEASANT VALLEY INTERCEPTOR REACH 3-4 ALIGNMENT PLANNING AND PREDESIGN PROJECT

INDEMNIFICATION AND 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. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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 the negligence, 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 the negligence, 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 Professional 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

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. ENGINEER'S Professional Liability: \$1,000,000 per claim 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 professional 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 Professional 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 below that specified herein except after thirty (30) days' prior written notice by mail 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 require complete, certified copies of all required insurance policies, at any time.

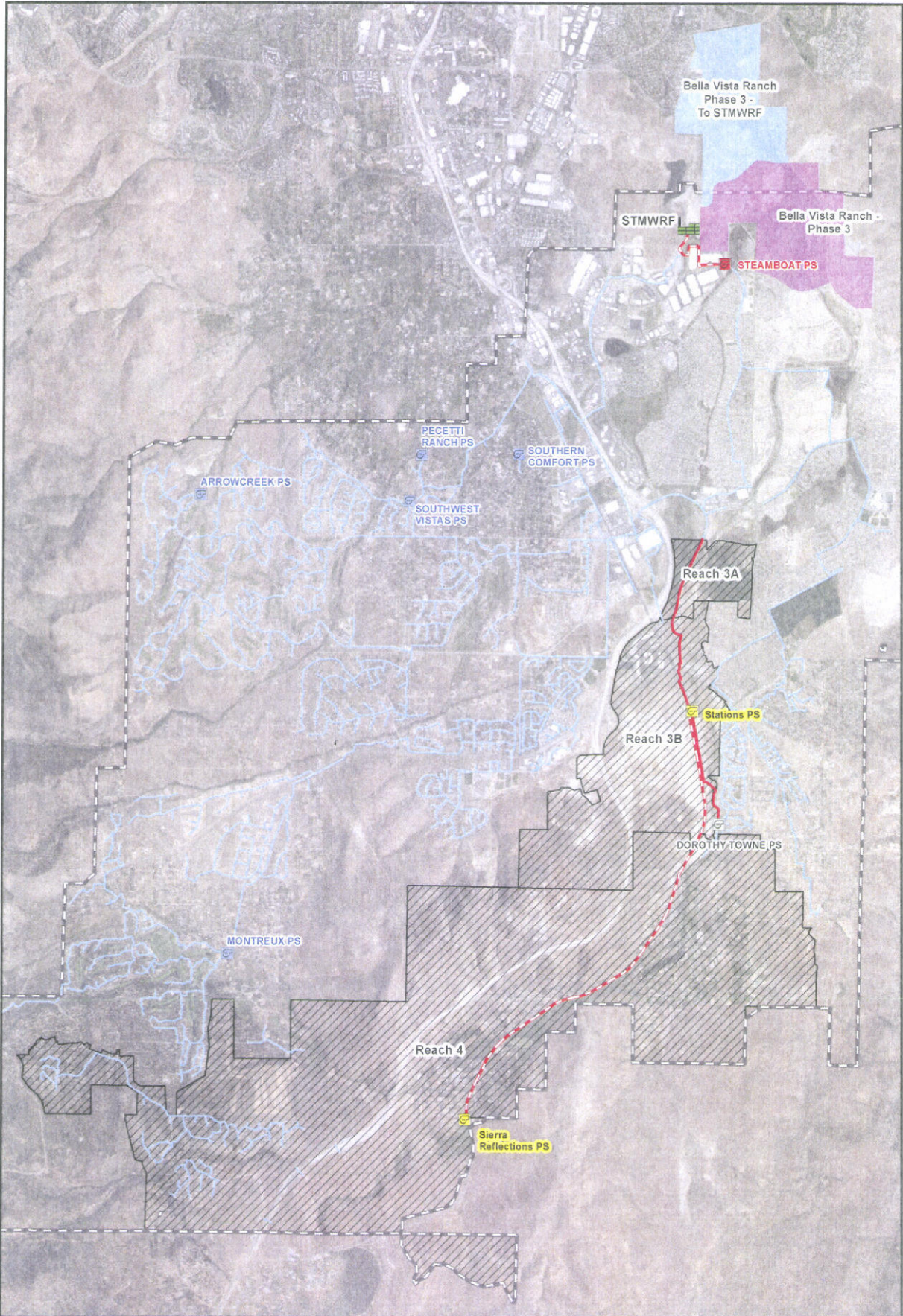
SUB-CONSULTANTS

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. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONSULTANT under this Agreement if CONSULTANT is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - c. Terminate the Agreement.



Legend

- Force Main
- Gravity Sewer
- Existing Sewer Main
- PVI PS
- Steamboat PS
- Abandoned PS
- Other Existing PS
- Service Area
- PVI Service Areas
- Bella Vista Ranch - Phase 3
- Bella Vista Ranch Phase 3 - To STMWRF

EXHIBIT D
VICINITY MAP
WASHOE COUNTY
PVI REACH 3-4 PDR

