

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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

### WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the The Assessment of the Mill/Kietzke Potential Source Area (the "Project") for the County's Central Truckee Meadows Remediation District ("CTMRD") Program; 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 May 22, 2018.

CONSULTANT shall begin performing the 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 November 30, 2019, 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, and Consultant warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

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 **\$434,080.40**. 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, contractors and sub-contractors 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 details of and costs for such additional services shall be provided in writing by Consultant. Additional services must, in turn, be authorized in writing by County prior to commencing any work.

### 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 including an itemization of other allowed direct expenses. The itemization of other allowed direct expenses shall include back-up documentation such as receipts and contractor/subcontractor invoices. Monthly progress invoices shall also include a concise project summary by task that includes: starting task budget; task amount being invoiced; total task expenditures to date of invoice; percent of task budget expended to date of invoice; percent of task work completed by date of invoice; remaining task budget; percent of original task budget remaining; percent of task work remaining to be completed; and, a brief explanation for any variance. 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 November 30, 2019. 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 with the monthly progress invoice 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, and services provided to Consultant by contractors or subcontractors. County reserves the right to inspect, comment on, and request revision of, all Services performed by Consultant (and their contractors or subcontractors) prior to acceptance, and Consultant warrants that Services shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. 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 - CONSULTANT'S RESPONSIBILITY

Consultant shall be responsible for methods, techniques, sequences and procedures to perform the Services, and for related safety precautions and programs. In addition, Consultant shall be responsible for the failure of Consultant's subcontractor to fulfill contractual responsibilities and to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, standards, or safety practices. Consultant shall be responsible to ensure that all consultant and subcontractor project participants have the appropriate safety equipment and training and that safety practices are being followed. Consultant shall implement measures to address any apparent unsafe conditions, methods or procedures that the County or the Consultant may observe at the project site.

#### ARTICLE 7 - COST AND SCHEDULE

Consultant's cost estimates and schedules for completion of Services shall be established through mutual agreement, in writing, between the Consultant and the County, including the County's CTMRD.

#### 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.

#### 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.

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.

County shall have the right to extend this Agreement beyond the date of completion (Article 4), in the event of delays beyond the reasonable control of the County or Consultant. Any such extension will be provided in writing by the County to the Consultant.

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:

Chris Benedict, CTMRD Manager  
Washoe County Community Services  
1001 East 9<sup>th</sup> Street, Bldg C, Rm C130  
Reno, NV 89512

To Consultant:

Matt Herrick, Office Manager  
Broadbent & Associates, Inc.  
5450 Louie Lane, #101  
Reno, Nevada 89511

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.

#### ARTICLE 25 - CONFLICT OF INTEREST

Consultant and its principals, agents, and representatives, represent that they have no interest that conflicts with the County's interests. Consultant and its principals, agents, and representatives, shall use their best efforts to avoid any conflict with the County's interests, which includes avoiding any situation or activity that compromises or may compromise their judgment regarding, or ability to act in, the County's best interests.

Consultant and its principals, agents, and representatives shall promptly notify the County if an actual or potential conflict of interest is discovered or arises under this Agreement. Consultant shall disclose to County all material information about any relationship or interest that Consultant or its principals, agents, or representatives have with any person, business, or enterprise that (1) sells or seeks to sell or purchase goods or services to or from the County or (2) caused or contributed to a condition that the Central Truckee Meadows Remediation District was created to remedy under NRS Chapter NRS 540A.

IN WITNESS WHEREOF, the parties have executed this Agreement.



WASHOE COUNTY:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

CONSULTANT:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

By \_\_\_\_\_

Marsha Berkbiger, Chair  
Washoe County Commission

By \_\_\_\_\_

Matt Herrick/Office Manager  
Broadbent & Associates, Inc.

**Exhibit A**  
**Project Scope and Budget**  
**Mill/Kietzke Potential Source Area Investigation**  
**Central Truckee Meadows Remediation District**  
**Washoe County Community Services Department**

**TASK 1: Data Review and Data Acquisition Work Plan Preparation (\$8,460)**

Based on the data acquisition needs for the Mill/Kietzke (M/K) Potential Source Area (PSA), Broadbent & Associates, Inc. (Broadbent) will prepare a draft Data Acquisition Work Plan (Work Plan). The Work Plan will address data collection requirements specific to the M/K PSA and describe approaches to activities such as traffic control and public outreach in commercial and residential areas in the PSA. Broadbent will review Standard Operating Procedures (SOPs) prepared by Washoe County Community Services Department (WCCSD) for active soil gas (ASG) sample collection and hydrostratigraphic logging to become familiar with the procedures; copies of the SOPs will be appended to the Data Acquisition Work Plan for reference during field activities.

**TASK 2: Refinement of Data Acquisition Activities (\$2,720)**

Broadbent will provide copies of the draft Data Acquisition Work Plan to the WCCSD for distribution to project stakeholders (e.g. City of Reno, Nevada Division of Environmental Protection, Washoe County Health District) for review. Broadbent will discuss stakeholder comments with the WCCSD and incorporate any substantial comments received in a final Data Acquisition Work Plan.

**TASK 3: Implementation of Data Acquisition Activities (\$342,025)**

Based on the activities completed to date (Phase I through Phase V ASG data collection) in the Kietzke, Prosperity, Sunshine and Golden HMAs within the M/K PSA, further evaluation of PCE vapor concentration, nature, and extent is proposed. Further evaluation will be performed during Phase VI and Phase VII data acquisition activities.

**3.1 Pre-Data Acquisition Activities (\$26,963.50)**

Broadbent will prepare a site-specific health and safety plan (HASP) to inform project personnel of potential project hazards, as required by the Occupational Safety and Health Administration (OSHA). The HASP will address potential hazards associated with planned Phase VI and Phase VII data acquisition activities. The HASP will be provided to Broadbent field staff and each subcontractor to facilitate hazard communication. Broadbent will implement the HASP during field activities and will provide copies of any HASP updates to the WCCSD.

Broadbent will perform public outreach prior to each phase of data acquisition activities. Businesses and residences potentially affected by drilling activities (e.g. noise, vibration, traffic control) will be contacted via a door hanger placed on the front door or front gate, as appropriate. The door hanger will identify the days and times of planned drilling and provide contact information for the Broadbent Project Manager and the WCCSD CTMRD Program Manager.

Outreach activities on private property will focus on proactive coordination with business owners located in the investigation area to minimize disruption to their operations. Broadbent will

communicate directly with each business located on private property (in the area to be investigated) to coordinate the timing of investigation activities, and where practicable, modify the investigation schedule to minimize impacts to business operations. To support coordination with businesses, Broadbent will provide businesses with an investigation schedule and a map showing proposed investigation locations.

Based on the locations of planned drilling activities, Broadbent will acquire encroachment permits from the City of Reno. Broadbent will also provide required traffic control plans to the City of Reno.

Prior to drilling, underground utilities will be cleared via Underground Service Alert (USA), as required by law, and a private utility locator. Asphalt or concrete at each boring location will be sawcut and boring locations will be cleared to 6.5 feet below ground surface (bgs) and 110% of the width of the boring diameter via hand auger, post-hole digger, air knife, or other appropriate precautionary boring clearance method. Borings for installation of 5-foot wells will be cleared to a depth of 5 feet bgs.

Broadbent's drilling contractor will complete required monitoring well permit forms and submit the forms to the Nevada Division of Water Resources for review and approval. The forms are required for the construction of monitoring wells.

### 3.2 Passive Soil Gas Survey - Private Property (\$39,642.50)

Broadbent will perform a passive soil gas (PSG) survey on private property that will include: 1) an approximately 250 foot by 450 foot area located west of Kietzke Lane near the intersection of Kietzke Lane and Prosperity Street, and 2) an approximately 200 foot by 280 foot area located northeast of the intersection of Mill Street and Gould Street. The survey will be performed by installing 65 PSG samplers (provided by Beacon Environmental Services, Inc.) in a grid pattern on 50-foot centers. The purpose of the PSG survey is to delineate PCE mass in the shallow subsurface to the west of the existing PSG data.

### 3.3 Phase VI Drilling - Private Property (\$124,696)

Monitoring wells will be installed within the Kietzke HMA on private property (to the west of the Kietzke Lane public right-of-way) to evaluate PCE concentration and lateral/vertical distribution. The observed depth to water range within the Kietzke HMA is 38 to 61 feet bgs. Based on the existing PCE and depth to water data, the wells are planned to be installed as follows:

- A well cluster located approximately 150 feet west of the existing MK31 well cluster that includes:
  - A nested pair of ASG wells installed 5 and 15 feet bgs
  - A nested pair of ASG wells installed to 25 and 35 feet bgs
- A well cluster located approximately 150 feet west of the existing CTM133 well cluster that includes:
  - A nested pair of ASG wells installed to 5 and 15 feet bgs
  - A nested pair of ASG wells installed to 25 and 35 feet bgs
  - A nested smear zone and groundwater well pair installed to 45 and 70 feet bgs

### 3.4 Phase VII Drilling - Public Property (\$115,359.50)

Two monitoring wells will be installed within the Prosperity HMA to evaluate PCE concentrations and lateral distribution. Based on depth to water data, two wells are planned to be installed to a depth of 5 feet bgs and 15 feet bgs at the southwest corner of the junction between Prosperity and Golden.

Two shallow monitoring wells will be installed within the Sunshine HMA to evaluate PCE concentrations and lateral distribution. Based upon existing depth to water data, the two wells are planned to be installed to a depth of 5 feet bgs at the following locations:

- Collocated with existing well MK06 on the east side of Sunshine between prosperity and Zinc
- Collocated with existing well MK08 on the east side of Sunshine slightly north of the junction between Sunshine and Zinc

Two nested pairs of ASG wells will be installed within the Sunshine HMA to evaluate the eastern extent of the Sunshine HMA. Based upon existing groundwater data, the shallow ASG wells will be installed to depths of 5 and 15 feet bgs and the deeper nested ASG wells will be installed to depths of 25 and 35 feet bgs. Both nested well pairs are planned to be installed on the north side of Zinc between Sunshine and Golden.

One nested well pair consisting of a smear zone well and a groundwater well will be installed within the Sunshine HMA to depths of 45 and 70 feet bgs. The wells will be located on the north side of Zinc between Sunshine and Golden.

### 3.5 ASG Sample Collection

#### 3.5.1 Private Property (\$19,719.92)

Approximately one week after well installation activities, the nine ASG/smear zone wells installed during Phase VI (private property) drilling activities will be leak tested to evaluate the wellcap seal. After the integrity of the wellcap seals has been verified, an initial sample will be collected from each of the installed wells and all Phase VI wells will be sampled quarterly thereafter (for a total of five sampling events).

ASG sample collection will be performed in accordance with WCCSD standard operating procedure (to be provided by WCCSD). Duplicate samples will be collected for 10% of primary samples. The primary and duplicate sample data will be compared to a 50% relative percent difference (RPD). Leak detection data will be evaluated relative to a 5% threshold. Based on the results of quality control (QC) data evaluation, recommendations for ASG resampling will be provided, as appropriate.

#### 3.5.2 Public Property (\$15,643.58)

Approximately one week after installation, the nine ASG wells installed during Phase VII drilling activities will be leak tested. After the integrity of the wellcap seals has been verified, an initial sample will be collected from the installed ASG wells and the Phase VII well will be sampled quarterly thereafter (for a total of four sampling events).

Following the initial ASG sample collection, quarterly ASG samples will be collected thereafter during February, May, August, and November. Including the initial sample event at each ASG

well, five sample events will be performed for ASG wells installed during Phase VI activities and four sample events will be performed for ASG wells installed during Phase VII.

ASG sample collection will be performed in accordance with the WCCSD SOP (to be provided by WCCSD). Duplicate samples will be collected for 10% of primary samples. The primary and duplicate sample data will be compared to a 50% RPD. Leak detection data will be evaluated relative to a 5% threshold. Based on the results of QC data evaluation, recommendations for ASG resampling will be provided, as appropriate.

#### **TASK 4: Reporting, Meetings, and Project Management (\$64,180)**

##### **4.1 Data Acquisition Technical Memorandum (\$40,240)**

After completion of data acquisition activities, Broadbent will prepare a Data Acquisition Technical Memorandum describing the implementation of data acquisition activities and summarizing ASG data results. Tabulated quarterly ASG data will be included in the document, and PCE mass (based on ASG data) will be evaluated for the Kietzke HMA. In close collaboration with Broadbent, WCCSD will prepare drawings to document ASG and groundwater well installation locations and other relevant site features. Broadbent will prepare a draft document for WCCSD review, incorporate WCCSD comments to the draft document, and prepare a final ASG Data Acquisition Technical Memorandum.

##### **4.2 Project Status Updates (\$8,480)**

Broadbent will prepare project status updates to accompany monthly invoices for the duration of the project (18 months). The project status updates will identify task budget, task budget expended, task budget remaining, task budget expended, and activities completed during the billing period.

##### **4.3 Project Status Meetings (\$14,340)**

Monthly project status meetings will be held to maintain engagement of the project team throughout the project. Broadbent proposes to lead monthly project status meetings (18 total). The meetings will have a one-hour duration and will be held at the Broadbent Reno office. Anticipated meeting attendees from Broadbent will include the Project Manager, and Site Characterization Lead or Remediation Engineer (at 50% of meetings based on the planned topics of discussion). Prior to each meeting Broadbent will prepare an agenda and following each meeting Broadbent will prepare meeting minutes.

##### **4.4 Stakeholder Meetings (\$1,120)**

We anticipate that two, two-hour stakeholder meetings will be held during the project (one following completion of the Data Acquisition Work Plan, and one following the completion of the Data Acquisition Technical Memorandum). The planned data acquisition activities will be discussed during the first stakeholder meeting; the results of Phase VI and Phase VII data collection activities and the recommendations for subsequent investigation (as appropriate) will be discussed at the second stakeholder meeting. The Broadbent Project Manager will attend the stakeholder meetings.

#### **TASK 5: Contingency (\$16,695.40)**

A four percent project contingency is included to provide for outside-of-scope activities that are encountered or in-scope activities where Broadbent takes on a larger role than currently defined in the existing scope. Any such activity will be mutually defined (in terms of scope, associated level of effort, schedule, and total cost) and will require prior written approval by WCCSD before proceeding.

### **Proposal Assumptions**

The following assumptions were used during preparation of this proposal:

- ASG and groundwater wells will be video-logged by Broadbent following installation
- WCCSD will survey ASG and groundwater well locations following installation
- WCCSD will perform groundwater sampling after groundwater monitoring well installation
- WCCSD will prepare drawings (as necessary) for the Data Acquisition Technical Memorandum
- Phase VI drilling on private property will be performed as part of one of the drilling phases on public property (i.e. a separate mobilization will not be required)
- Subcontractor costs include a 10% mark-up

### **Drilling assumptions**

- Well construction specifications will be consistent with previous PSA well construction specifications (e.g. schedule 80 PVC)
- Labor assumptions are based on a production rate of 15 feet/day (drilling and well construction). 2 staff members at 12 hours/day (including preparation and travel)
- Analytical lab costs during drilling include soil and water samples for investigation derived waste disposal
- Unit costs for asphalt saw cutting and trench plate placement/removal = \$1,416/location
- All wells will be installed in locations with an asphalt pavement surface
- Unit costs for vault placement = \$1,122/location

### **ASG sample collection assumptions**

- ASG sample collection assumes 1.75 hours/sample for an “all in” sampling rate (i.e. includes equipment calibration, preparation, travel time, lab coordination)
- Costs include 20 hours (4 hours/sample event for 5 sample events) to perform ASG data QC (e.g. evaluate leak detection data and calculate RPD for primary/duplicate samples)

### **FEE AND TIMELINE**

The costs associated with this scope of services will not exceed \$434,080.40

Notice to proceed is anticipated to be received on May 22, 2018, and the project duration is planned to be approximately 18 months (May 22, 2018 through November 30, 2019).

**Washoe County CSD  
CTMRD Program  
Mill/Kietzke Potential Source Area Investigation  
Professional Services Agreement**

**Exhibit – B**

**Professional Services Fee Schedule in Support of the CTMRD Program  
Potential Source Area Investigations**

**FEE SCHEDULE**

<b>LABOR CATEGORY</b>	<b>HOURLY RATE</b>
<b>Principal Geologist/Scientist/Engineer</b>	<b>\$170</b>
<b>Associate Geologist/Scientist/Engineer</b>	<b>\$160</b>
<b>Senior Civil Engineer</b>	<b>\$150</b>
<b>Senior Geologist/Scientist/Engineer</b>	<b>\$140</b>
<b>Project Geologist/Scientist/Engineer</b>	<b>\$125</b>
<b>Professional Senior Staff</b>	<b>\$115</b>
<b>Professional Staff</b>	<b>\$105</b>
<b>Senior AutoCAD Technician</b>	<b>\$105</b>
<b>Senior Field Technician</b>	<b>\$100</b>
<b>Field Technician</b>	<b>\$95</b>
<b>Administrative</b>	<b>\$80</b>

## **EXHIBIT C**

### **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR PROFESSIONAL CONSULTING SERVICES**

#### **INDEMNIFICATION**

##### CONSULTANT Liability

As respects acts, errors or omissions in the performance of CONSULTANT services, CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONSULTANT'S negligent acts, errors or omissions in the performance of its CONSULTANT services under the terms of this agreement.

##### General Liability

As respects 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, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONSULTANT (or Sub-consultant, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

#### **GENERAL REQUIREMENTS**

COUNTY requires that CONSULTANT purchase shall purchase and maintain insurance of the types and limits as described herein and 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 and Employer's Liability)**

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.

CONSULTANT shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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 616B.627.



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.

CONSULTANT waives all rights against COUNTY, its elected officials, officers, employees and agents, for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

## **MINIMUM LIMITS AND SCOPE OF INSURANCE**

CONSULTANT shall maintain coverages and limits no less than:

1. Commercial General Liability: CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. 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.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2. Automobile Liability: CONSULTANT shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). \_\_\_No aggregate limit may apply.

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). COUNTY may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONSULTANT does not own or operate any owned or leased vehicles.

3. CONSULTANT Errors and Omissions Liability: CONSULTANT shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of the CONSULTANT'S services provided under this Agreement and including coverage for liability imposed by environmental laws or regulations because of an act, error or omission with a limit of not less than \$2,000,000 each claim and 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 errors and omissions 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. If coverage is subject to any retroactive or pending & prior exclusion dates, such dates shall precede the effective date of this Agreement. 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 an 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.

4. **CONSULTANT Contractor's Pollution Liability:** CONSULTANT shall maintain contractor's pollution liability insurance applying to liability caused by the operations or completed operations and arising out of the scope of the CONSULTANT'S services provided under this Agreement, with a limit of not less than \$2,000,000 each claim and 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 errors and omissions 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. If coverage is subject to any retroactive or pending & prior exclusion dates, such dates shall precede the effective date of this Agreement. 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 an Extended Reporting Coverage for claims arising out of CONSULTANT'S negligent acts, errors and omissions committed during the term of the CONSULTANT's Liability Policy.

## **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(s) be a licensed and admitted in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

## 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 or sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-consultant. Sub-consultants or sub-contractors shall carry insurance of types and amounts necessary to cover risks inherent in the work of that sub-consultant or sub-contractor. Sub-consultants or sub-contractors shall include County as additional insured under their commercial general liability subject to the same requirements stated herein without requiring a written contract or agreement between the County and any sub-consultant or sub-contractor.

## 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.