

CONTRACT DOCUMENTS

**STORMWATER COMPLIANCE MONITORING
2019 - 2021**

Prepared by:

**Washoe County
Community Services Department
1001 E. Ninth Street
Reno, NV 89512
October 2018**

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and Tahoe Resource Conservation District ("Consultant"), collectively (the "Parties").

WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the "Stormwater Compliance Monitoring 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 January 1, 2019.

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than December 31, 2021, 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 **\$136,000**. 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 the mutual approval by County's Board of County Commissioners and Consultant's Board of Directors. 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 quarterly 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.

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, 2021. 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 quarterly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following quarter and other useful information. This report will be submitted 45 days following the end of each quarter and will be in a format suitable for submittal to other interested

agencies. Consultant's failure to submit promptly the quarterly 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, 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 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 7 - OPINIONS OF COST AND SCHEDULE

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

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

ARTICLE 8 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. County shall have no right to supervise the

methods used by Consultant. County shall have the right to observe such performance. Consultant shall work closely with County in performing Services under this Agreement.

ARTICLE 9 - PERMITS AND LICENSES

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

ARTICLE 10 - COUNTY'S RESPONSIBILITY

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

ARTICLE 11 - REUSE OF DOCUMENTS

All stormwater runoff information Consultant develops under this Contract and all documents, work sheets, reports, and other compilations of such information will be deemed Consultant's property. Consultant hereby grants County a non-exclusive license to use and reuse all stormwater information Consultant develops and all documents, work sheets, reports, and other data compilations of such information. 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.

Consultant may terminate this Agreement if both (1) any agency funding the Services elects to withhold funding or otherwise ceases participating in the Project and (2) Consultant negotiates in good faith with County to reach an alternative to terminating the Agreement, such as redistributing the costs of the Services amount the remaining participating agencies. If Consultant terminates this Agreement under this paragraph, County shall compensate Consultant for all Services performed in accordance with the terms of this Agreement.

ARTICLE 13 – [reserved]

[reserved]

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, Assistant County Manager
Washoe County Community Services
1001 East 9th Street
Reno, NV 89512

To Consultant:

Tori Walton, Grant Manager
Tahoe Resource Conservation District
870 Emerald Bay Road, Suite 108
South Lake Tahoe, CA 96150

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

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

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

ARTICLE 16 - GOVERNING LAW-VENUE

This Agreement shall be governed by the laws of the State of Nevada, and venue for any action shall be solely in federal district court for 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.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit “C” and then any other agreement / exhibits.

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.

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 _____, 2018

By _____
Marsha Berkgigler, Chair
Washoe County Commission

CONSULTANT:

Dated this 9th day of October, 2018

By 
Carl Ribaud, Board of Directors President
Tahoe Resource Conservation District

EXHIBIT A

SCOPE OF WORK

Implementers' Monitoring Program
component of the
Regional Stormwater Monitoring Program

Stormwater Compliance Monitoring
Scope of Work

January 1, 2019 – December 31, 2021

Submitted by:

Tahoe Resource Conservation District

Submitted to:

El Dorado County
Placer County
City of South Lake Tahoe
Douglas County
Washoe County
Nevada Department of Transportation

Introduction

This scope of work has been designed to fulfill the regulatory requirements of the California National Pollutant Discharge Elimination System (NPDES) permits issued by the Lahontan Regional Water Quality Control Board to the City of South Lake Tahoe, El Dorado County and Placer County and the Nevada Interlocal Agreements (ILAs) between the Nevada Division of Environmental Protection and Washoe County, Douglas County, and the Nevada Department of Transportation for the 2017-2021 term. All data will be collected in a manner consistent with Regional Stormwater Monitoring Program (RSWMP) protocols as outlined in the RSWMP Framework and Implementation Guidance document (FIG).

Task 1: Administration

This task includes operations necessary to support staff and facilities for the term of the project and management duties related to executing the project including progress reporting, invoicing, and contract administration.

Tahoe RCD will provide the technical and administrative services needed to complete the tasks in this scope of work and ensure it is completed within budget and on schedule. Quarterly progress reports will be provided on the 30th of the month following the end of the quarter to document contract requirements are being met. Tahoe RCD will submit quarterly invoices linked with project activities. Expenses for project work will be contained on the invoice. Appropriate back-up documentation for itemized expenses will be provided. Administrative costs will be invoiced at 15%.

Task 1 Deliverables

- Quarterly progress reports
- Quarterly invoices

Task 2: Stormwater Monitoring

This task includes project management, staff coordination, site management, stormwater monitoring, assistance with Tahoe TMDL compliance and/or planning, and analysis and reporting of collected data.

Project management duties include communication and meetings with partnering jurisdictions and regulatory agencies, and coordination of efficient and effective completion of monitoring activities and site maintenance, including with subcontractors where necessary.

Urban stormwater runoff monitoring will be conducted at seven catchment outfall sites using automated samplers. These sites have previously been monitored and include Incline Village, Speedboat, Tahoma, Tahoe Valley, Upper Truckee, Elk's Club, and Pasadena (Figure 1).

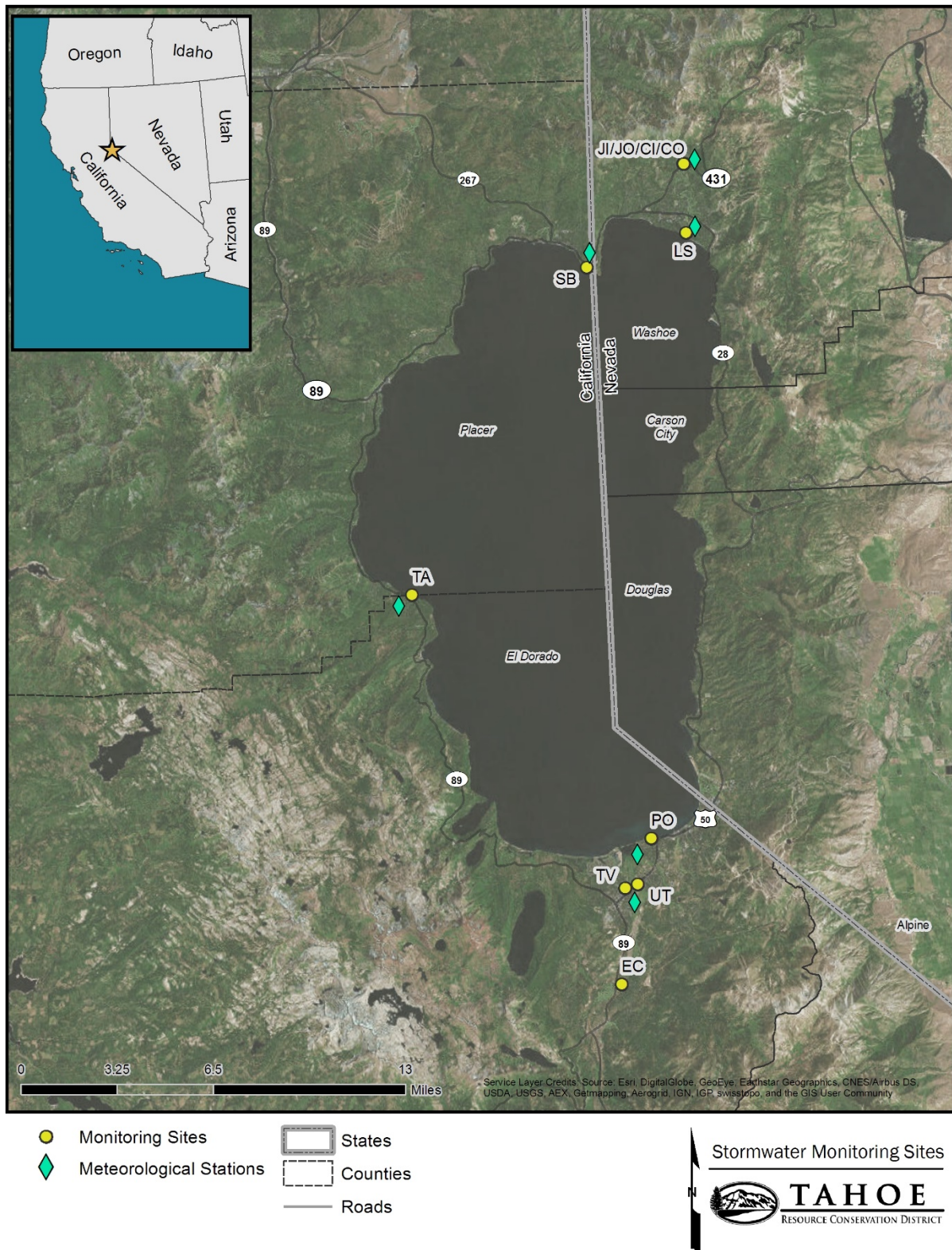


Figure 1: Network of stormwater monitoring sites. JI/JO/CI/CO: SR431, IV: Incline Village, SB: Speedboat, TA: Tahoma, TV: Tahoe Valley, UT: Upper Truckee, EC: Elk's Club, and PO: Pasadena.

Tahoe RCD will collect continuous discharge, turbidity, precipitation, and temperature data at all sites. In addition, Tahoe RCD will conduct discrete water quality sampling for a minimum 6 events, but if weather allows, will sample the ideal range of 10-12 events per year distributed across all seasons. The 10-12 events sampling frequency is recommended to generate enough samples per year from each site to provide statistically defensible average annual load estimates.

Discrete water quality samples will be composited using a flow weighted method and analyzed for the Lake Tahoe pollutants of concern: Fine Sediment Particles (FSP < 16 µm), Total Phosphorus (TP), and Total Nitrogen (TN).

Quality Control measures presented in the RSWMP Quality Assurance Project Plan (QAPP 2011) will be incorporated into the standard operating procedures for stormwater monitoring and sample analysis; this includes collection of control samples at no less than the recommended rate of 10%.

All urban stormwater monitoring data will be stored, managed, and analyzed by the RSWMP Data Management System (DMS). The DMS enables remote access to monitoring sites and is fully integrated, taking data from the point of collection through to reporting. It performs statistical analyses through preset routines, and reports status and trends consistently according to preset templates.

Tahoe RCD will compile results and discuss findings in an Annual Stormwater Monitoring Report compliant with permit/ILAs requirements. The draft annual report will utilize the pre-approved reporting templates housed in the DMS and will be submitted to partner jurisdictions for review and comment. Upon approval, partner jurisdictions will be able to submit the final report to the applicable regulatory agency.

Task 2 Deliverables

- Draft Annual Stormwater Monitoring Report compliant with permit/ILAs 30 days before submittal to applicable regulatory agency
- Final Annual Stormwater Monitoring Report by due date to applicable regulatory agency

Task 3: Professional Services

Tahoe RCD will use sub-contractors to ensure that proper site maintenance, equipment installation and repair as needed, other activities associated with keeping monitoring sites functioning effectively, and proper data collection, storage, management, analysis and reporting through the DMS continue uninterrupted.

Task 4: Sample Analysis

Flow-weighted sample composites will be delivered to analytical labs capable of performing the required analyses. Samples will be analyzed for five analytes:

- Total Suspended Sediment (TSS) and Particle Size Distribution (PSD) (required for calculation of FSP),
- Total Phosphorus (TP),
- Total Kjeldahl Nitrogen (TKN) and Nitrate+Nitrite (NO₃+NO₂) (required for calculation of TN).

Tahoe RCD will be responsible for the management and maintenance of the stormwater monitoring data.

Task 4 Deliverables

- Raw data generated from the seven monitoring sites (upon request) including:
 - Continuous flow
 - Continuous turbidity
 - Analytical results
 - Continuous meteorological data

Evaluation and Assessment of Success

Long-term urban stormwater runoff monitoring is meant to estimate the total pollutant loads at each respective catchment outfall and document how those loads change with the implementation of improvements in the catchment over time. The project will be considered a success if the requirements outlined in the monitoring section of the jurisdictional permits/ILAs are met to the satisfaction of the respective regulatory agency.

Schedule

The proposed contract term is January 1, 2019 to December 31, 2021 to provide continuous stormwater monitoring and reporting services.

Activities include stormwater monitoring for the last nine months of water year 2019, all of water years 2020 and 2021, and the first three months of water year 2022. Tahoe RCD will also conduct stormwater data analysis and produce the annual reports for water years 2018, 2019, and 2020, as well as initiate data analysis (but not produce a complete report) for water year 2021.

EXHIBIT B

FEE SCHEDULE



Date: August 18, 2018

To: IMP

From: Tahoe Resource Conservation District

Billable Rates

Tahoe RCD staff time is billed out based on the actual hourly cost of the employee and the time spent on the project. The hourly rate is comprised of the base salary and the associated fringe benefits. The following is the current labor rate table for all staff positions that may be charging to the project:

Program Staff	
Position	Billable Range
Program Director	\$42.61 - \$60.00
Program Manager	\$37.69 - \$53.00
Environmental Scientist I	\$22.76 - \$31.16
Environmental Scientist II	\$28.18 - \$41.11
Environmental Scientist III	\$33.60 - \$48.27
Resource Conservationist I	\$13.21 - \$20.16
Resource Conservationist II	\$14.31 - \$28.85
Resource Conservationist III	\$22.02 - \$37.10

Should there be any changes to staffing or rates, a written notification will be provided.

Mileage

Mileage will always be charged at the federally approved rate.

EXHIBIT C

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

Exhibit C

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR CONSULTANT PROFESSIONAL SERVICE AGREEMENTS STORMWATER COMPLIANCE MONITORING PROJECT

INDEMNIFICATION

1. With respect to any Proceeding brought by someone other than Consultant or someone other than one or more County Indemnitees against one or more County Indemnitees that arises out of this Agreement or Consultant's stormwater runoff monitoring, Consultant shall indemnify those County Indemnitees against all Indemnifiable Losses arising out of that Proceeding, except to the extent that County negligently or intentionally caused those Indemnifiable Losses.
2. With respect to any Proceeding brought by someone other than County or someone other than one or more Consultant Indemnitees against one or more Consultant Indemnitees that arises out of this Agreement or County providing information for Consultant's stormwater monitoring or out of County's activity when visiting a stormwater monitoring site, County shall indemnify those Consultant Indemnitees against all Indemnifiable Losses arising out of that Proceeding, except to the extent that Consultant negligently or intentionally caused those Indemnifiable Losses.
3. In this agreement, the following definitions apply:
 - a. "County Indemnatee" includes any Representative of the County, and each of the heirs, executors, successors, and assignees of any of the foregoing.
 - b. "Consultant Indemnatee" includes any Representative of Consultant, and each of the heirs, executors, successors, and assignees of any of the foregoing.
 - c. "Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses.
 - d. "Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorney and other professional fees and disbursements.
 - e. "Loss" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
 - f. "Proceeding" means any judicial, administrative, or arbitration action, suit, claim, cause of action, demand, investigation, or proceeding.
 - g. "Representative" means, with respect to an entity, any of that entity's directors, officers, employees, agents, consultants, advisors, affiliates, and other representatives.

GENERAL REQUIREMENTS

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

INDUSTRIAL INSURANCE

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 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.

MINIMUM LIMITS OF INSURANCE

CONSULTANT shall maintain coverage and limits no less than:

1. General Liability: \$1,000,000 per claim 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: N/A combined single limit per claim for bodily injury and property damage. No aggregate limit may apply.
3. CONSULTANT Errors and Omissions Liability: N/A 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 CONSULTANT liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONSULTANT goes out of business during the term of this Agreement or the three (3) year period described above, CONSULTANT shall purchase Extended Reporting Coverage for claims arising out of CONSULTANT'S negligent acts, errors and omissions committed during the term of the CONSULTANT Liability Policy.

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

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

1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; or premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
- b. CONSULTANT'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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