

**AMENDMENT NO. 3 TO THE  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is entered into July 8, 2025, by and between Washoe County, a political subdivision of the State of Nevada (“County”) and Jacobs Engineering Group, Inc. (“Consultant”).

WITNESSETH:

WHEREAS, the County and Jacobs Engineering Group, Inc. desire to amend their Agreement for Professional Consulting Services, entered into on June 12, 2023 (“Agreement”); and

WHEREAS, Jacobs Engineering Group, Inc. have provided the County with engineering services for the Remediation Management Plan Update in accordance with the existing Agreement and in accordance with accepted industry standards and practices; and

NOW THEREFORE, in consideration of the covenants and promises and understandings contained herein, the County and Jacobs Engineering Group, Inc. both agree as follows:

**I. GENERAL**

**1. Capitalized Terms.** Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

**2. Conflicting Terms.** To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Agreement, the provisions of this Amendment shall control. The parties acknowledge and agree that, except as specifically modified under this Amendment, each of the terms and conditions of the Agreement shall remain in full force and effect and are enforceable in accordance with their respective terms. This Amendment shall be attached to the Agreement and become a part thereof.

**II. SERVICES TO BE PERFORMED BY CONSULTANT**

In addition to the services described in the Agreement, the parties agree that Consultant shall also perform additional engineering services as more fully set forth in Consultant’s proposed Exhibit A - Amended Scope of Work, attached hereto and incorporated by reference. The term of

this Amendment shall be for the period commencing from July 8, 2025, and terminating on December 31, 2025.

**III. COMPENSATION FOR SERVICES**

In addition to the compensation set forth in the Agreement, the parties agree that Consultant shall be further compensated in the sum of \$336,439.00 for the additional services described above. Payment will be in accordance with Article 3 of the Agreement for Professional Consulting Services.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WASHOE COUNTY:

CONTRACTOR:

By: \_\_\_\_\_  
Chair,  
Washoe County Commission

By: \_\_\_\_\_  
Mary Beth Baxter, Project Manager  
Jacobs Engineering Group, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Janis Galassini, Washoe County Clerk

Date: \_\_\_\_\_

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*EXHIBIT A*

**Amended Scope of Work for  
Updating CTMRD Remediation  
Management Plan**

Prepared for  
**Washoe County  
Community Services Department  
Central Truckee Meadows Remediation District**

April 2025

## **Exhibit A: Amended Scope of Work for Updating Remediation Management Plan for CTMRD**

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This is Exhibit A of the Agreement between Jacobs Engineering Group, Inc. (Consultant), and Washoe County Community Services Department (County), for engineering and consulting services for updating the Remediation Management Plan (RMP) for the Central Truckee Meadows Remediation District (CTMRD) Program (Program). The official name for the project will be the CTMRD Remediation Management Plan Update, hereinafter referred to as the "Project." This amended scope of work is prepared as a change order to County Purchase Order 6500005106.

## **Introduction**

This document includes a proposed modification to the existing Agreement between Jacobs Engineering Group, Inc. (Consultant) and Washoe County Community Services Department (County) for engineering and consulting services for updating the Remediation Management Plan (RMP) for the Central Truckee Meadows Remediation District (CTMRD) Program (Program). The proposed modifications to the existing Agreement are being done at the direction of the County based on insights gained and discussions since the original scope and fee were prepared.

The Program addresses tetrachloroethene (also known as perchloroethene [PCE]) impacting groundwater in the Reno/Sparks area, including impacts to water-supply wells owned and operated by the Truckee Meadows Water Authority (TMWA). The original scope of work to update the RMP included the following tasks:

Task 1 Review Available Documents/Data and Further Discussions with County Staff

Task 2. Planning Meeting and Workshop

Task 3. Prepare RMP Update

Task 4. Project Management

The following sections describe the updated study objectives and the additional scope and tasks required to achieve those objectives, based on the current understanding of Program needs.

## **Study Objectives**

The overall objectives of this project scope are as follows:

- Improve understanding of the groundwater flow characteristics and current extent of PCE contamination
- Identify potential strategies for addressing PCE contamination and mitigating risk
- Assess potential remediation timeframes and priorities to facilitate selection of strategies for managing contamination and eventually achieving no further action
- Help identify data gaps that, once filled, would help reduce uncertainty and support effective decision making
- Prepare an updated RMP that serves as a useful roadmap for a successful Program

## **Consultant's Scope of Work**

The Consultant proposes the following tasks to update the RMP and meet the above objectives.

## **Task 1 – Review Available Documents/Data and Further Discussions with CTMRD Staff**

County staff will provide Consultant with applicable and readily available data for the source areas. Consultant will interpret available information regarding climate, topography, time-series groundwater pumping data, soil boring and well completion information, time-series water levels, time-series concentrations of PCE and its daughter products, historical operations of relevant industries, source characterization data, aquifer testing data, field chemistry parameters (e.g., temperature, specific conductance, dissolved oxygen, ORP and pH), land use, hydrology, hydrogeology, and geologic structure. Additionally, available reports that describe the hydrogeologic conceptual model, groundwater monitoring program, and other relevant information contained in the scientific literature will also be provided by County staff and reviewed by Consultant. Consultant will also conduct a sensitive receptor survey within 1 mile for each of the PCE source areas to identify nearby wells and other receptors.

Time-series PCE concentrations will be analyzed via the Mann-Kendall test, or equivalent, to statistically assess whether there is an upward or downward trend in concentration over time at individual monitoring wells. This test, along with calculations of center of mass (if sufficient data exist), will allow for interpretations of whether PCE plumes from individual source areas are growing, stable, or retracting. Point-attenuation analysis will also be done to estimate remediation timeframes at selected wells. Having this information in addition to PCE projection simulations described below in Task 6 will provide multiple lines of analysis that will result in an updated understanding of the groundwater flow and PCE transport aspects of the overall conceptual model and potential remediation timeframes.

Up to two 1-hour virtual (web-assisted) meetings will be conducted with County staff and up to five Jacobs staff to discuss the data received and preliminary findings. Having these virtual meetings will provide the opportunity for County staff to ask questions and stay abreast of the project status and direction.

### **Task 1 Assumptions**

- All requested data will be provided to Jacobs within 2 weeks of notice to proceed.
- Soil boring logs, well completion logs will be available in an electronic format, as opposed to handwritten format.
- Consultant will only utilize the County's WRMS tool to conduct the sensitive receptor survey.
- Sensitive receptors are assumed to include public and private drinking water wells, surface water bodies, and wetlands.
- Time-series water-level and chemistry data will be available in an Excel spreadsheet format.
- Fieldwork will not be conducted as part of the data assimilation effort.

- Up to two 1-hour virtual meetings will be conducted with up to five Jacobs staff. Travel will not be required for Jacobs staff for the virtual meetings.

### **Task 1 Deliverables**

- PowerPoint files presented during virtual meetings (no hardcopies)
- Sensitive receptor surveys will be documented on figures provided as Portable Document Format (PDF) files (no hardcopies) and will be included as an appendix to the RMP update.
- Meeting notes will be provided as PDF files (no hardcopies)

## **Task 2 – Planning Meeting and Workshops**

The Consultant will conduct up to two workshops with County staff. These workshops aim to provide stakeholders with an overview of the objectives, approach, and findings before finalizing the draft updated RMP. The goal is to engage stakeholders effectively, allowing them to participate in the process and ask questions. The remaining budget from the original proposal is sufficient to conduct these workshops. One workshop will be held in person at a location chosen by County staff, and the other will be held virtually. Up to four Consultant staff will attend each workshop, which will last up to two hours.

### **Task 2 Assumptions**

- Remaining Task 2 budget is sufficient for up to two workshops
- Four Consultant staff will attend the workshops
- One workshop will be held in person
- One workshop will be held virtually
- Workshops will last up to two hours each

### **Task 2 Deliverables**

- Prepare agenda, content, and meeting summary including main discussion and action items for each of the two stakeholder workshops.

## **Task 3 – Prepare Updated RMP**

Prepare an updated version of the RMP based on outline and text of original 2002 version and partial update in 2012. Results from data assimilation, trend analysis, screening of remediation strategies, general cost considerations, numerical (fate and transport) modeling, and stakeholder input will be considered when updating the RMP. While preparing drafts of the updated RMP, Consultant will identify questions and gaps to be discussed at scoping meetings and the workshop with County identified stakeholders. The updated RMP will serve as a useful roadmap to help guide capital investments and operational strategies.

One 1-hour virtual meeting will be conducted with County staff and up to four Consultant staff to discuss the planned content for the draft RMP. The purpose of this meeting will be to

confirm alignment on expectations for the draft report before it is written with the goal of reducing the number of County comments, thereby maximizing efficiency in the delivery of the updated RMP

### **Task 3 Assumptions**

- One 1-hour virtual meetings will be conducted with up to four Jacobs staff. Travel will not be required for Jacobs staff for the virtual meeting.
- RMP report will consist of no more than 75 pages of text along with the graphics and figures necessary to adequately document the updated RMP.
- County will provide written comments within 2 weeks of receiving the draft RMP.
- Stakeholder questions, input, and direction will be provided to Consultant by the County PM only.

### **Task 3 Deliverables**

- First Draft RMP in PDF format for review and comments from stakeholders.
- Second Draft RMP in PDF format for review and comments from stakeholders.
- Third Draft RMP in MS Word format for review and comments from County. This draft will be in redline showing aggregated review comments from stakeholders.
- List of written responses to all stakeholder review comments from first and second drafts.
- Final Updated RMP after second planning meeting with County.

## **Task 5 - Screening of Remediation Strategies**

This task consists of screening potential remediation strategies and ultimately identifying strategies to be further evaluated as part of Task 6 with the numerical flow and transport models. Potential strategies will consider elements of containment, treatment, and/or removal of contaminants. The screening process will include establishment of risk-based remediation goals and metrics to help project remedial performance. The screening process will consider technical feasibility, effectiveness, general cost, and feasibility of implementation. The outcome of this effort will be a summary table of results that identifies remediation strategies to be further evaluated as part of Task 6 with the numerical flow and transport models.

One 2-hour virtual meeting will be conducted with County staff and up to five Jacobs staff to discuss potential remediation strategies. Having this virtual meeting will provide the opportunity for County staff to ask questions and get clarification regarding the strategies being considered.

### **Task 5 Assumptions**

- Up to three remediation strategies will be considered for each of the PCE source areas.
- One round of consolidated comments will be addressed by Consultant.
- One 1-hour virtual meeting will be conducted with up to five Jacobs staff. Travel will not be required for Jacobs staff for the virtual meetings.
- Stakeholder questions, input, and direction will be provided to Consultant by the County PM only.
- County will provide final approval of remediation strategies, considering stakeholder approval, to be included in the RMP.

#### **Task 5 Deliverables**

- PowerPoint file presented during the virtual meeting (no hardcopies)
- Meeting notes will be provided as a PDF file (no hardcopies)

### **Task 6 - Numerical Groundwater (Fate and Transport) Modeling**

Although the existing TMWA numerical groundwater flow and transport model (TMWA Model) has been used to simulate different pumping scenarios, to our knowledge, the potential benefits of PCE source remediation have not been assessed with this model. This new task consists of acquiring and reviewing the existing TMWA Model, developing up to six subarea groundwater flow and transport models using the TMWA Model files, and evaluating PCE source-control strategies selected in Task 5. The subarea numerical models will involve refining (if necessary) the mesh in the TMWA Model cells representing different PCE source areas and projecting PCE transport behavior into the future for a period of 100 years with different PCE source-control strategies.

A baseline projection simulation will be included and serve as a No Further Action (NFA) scenario for each subarea model. Up to two PCE source-control strategies will also be simulated for each subarea model (up to a total of 12 additional simulations). These strategies may include passive methods of isolating the PCE source or more active methods like soil vapor extraction to remediate a PCE source area. Source-control strategies will be implemented in the subarea numerical models as changes in initial PCE source concentrations or boundary conditions (e.g., soil vapor extraction will be assumed to remove some percentage of PCE mass from the vadose zone, rather than explicitly simulating the physics of soil vapor extraction). A remediation timeframe will be computed from the projection simulations for up to two PCE concentration remediation goals.

A PowerPoint file will be prepared that documents the objectives, approach, and findings from the subarea numerical models and presented during a 1-hour virtual meeting with the County. In addition to the PowerPoint file, two versions (draft and final) of a modeling report will also be prepared to document the overall modeling effort. The modeling report could be a standalone document or be included as an appendix to the updated RMP, if desired.

### **Task 6 Assumptions**

- TMWA model files will be readily available and shared with Jacobs within two weeks of the notice to proceed.
- Numerical modeling will be performed by Jacobs staff without the need for additional modeling subcontractors.
- Up to 12 projection simulations will be evaluated in addition to a No Further Action projection simulation.
- Numerical model will be deterministic models, as opposed to stochastic (probabilistic) models.
- Solute transport modeling will simulate the transient movement of PCE for a period of 100 years.
- One 1-hour virtual meeting will be conducted with up to six Jacobs staff. Travel will not be required for Jacobs staff for the virtual meetings.
- Modeling report will consist of no more than 30 pages of text along with the graphics and figures necessary to adequately document the modeling effort.
- County will provide written comments within 2 weeks of receiving the draft modeling report.
- Stakeholder questions, input, and direction will be provided to Consultant by the County PM only.

### **Task 6 Deliverables**

- PowerPoint file presented during the virtual meeting (no hardcopies)
- Meeting notes will be provided as a PDF file (no hardcopies)
- Two versions (draft and final) of a modeling report in Microsoft Word and PDF format. Comments received on the draft report will be addressed in the final report to the County. Deliverables will all be electronic only (no hardcopies).

## **Task 7 - County Directed Services**

The purpose of this optional task is to cover costs of unforeseen work items that may arise and may be used by Jacobs to address unforeseen conditions.

### **Task 7 Assumptions**

- Written authorization from the County would be required prior to charging this task.

### **Task 7 Deliverables**

- To be defined by the County and confirmed by Consultant in writing.

## Project Management

Consultant will initiate and manage project activities, schedule, and plan work to complete activities in a properly integrated and timely manner. Project management activities will include:

- Progress Monitoring.
- Coordination of activities with County.
- Consultant Team Health and Safety stewardship.
- Change Management.
- Scope Management.
- Schedule Management and Revision.
- Client Communication.
- Project Administration.

### Project Management Assumptions

- Project management effort will be charged to project tasks as the schedule advances.

### Project Management Deliverables

- Monthly status reporting and monthly invoices that include description of work activities, associated hours, and progress percent completion for each Task, as described above. The monthly reporting shall also include reports and action/decision logs.

## Schedule

A preliminary schedule for this Scope of Work is as follows:

Milestone	Target Start	Target Finish
Task 1 – Review Available Documents/Data and Further Discussions with County Staff	May	July
Task 2 – Planning Meeting and Workshop	May	December
Task 3 – Prepare RMP Update	September	December
Task 5 – Screening of Remediation Strategies	July	July
Task 6 – Numerical Groundwater Modeling	June	November
Task 7 – County Directed Services	TBD	
Project Management	Throughout Project	

All work under this Scope is expected to be completed by December 31, 2025. Project closeout would extend the period of performance through January 31, 2026. If additional tasks are desired beyond this length of time, Consultant reserves the right to request a scope and fee modification for additional administrative and support time and updated billing rates for beyond the period of performance.

## **Compensation**

Compensation for services described herein will be on a time and materials basis for a total not-to-exceed budget of \$336,439. Compensation is based on hourly bill rates included in Exhibit B. This total fee will not be exceeded without prior authorization from County. County is not obligated to compensate the Consultant for work beyond the authorized budget nor is the Consultant obligated to incur costs that exceed the authorized budget.

A Project Cost Summary table is provided on the following page.

## Project Cost Summary

Task	Task Description	Original Budget	Amount Spent Through CTMRDRMP-0018	Remaining Budget	Additonal Budget Request	Revised Authorized Budget
Task 1	Review Available Documents/Data and Further Discussions with CTMRD Staff	18,382.00	18,850.49	(468.49)	85,355.00	103,737.00
Task 2	Planning Meeting and Workshops	96,874.00	55,047.81	41,826.19	-	96,874.00
Task 3	Prepare Updated RMP	104,182.00	75,867.75	28,314.25	79,985.00	184,167.00
Task 5	Screening of Remediation Strategies			-	14,171.00	14,171.00
Task 6	Numerical Groundwater Modeling			-	146,928.00	146,928.00
Task 7	County Directed Services			-	10,000.00	10,000.00
		<b>219,438.00</b>	<b>149,766.05</b>	<b>69,671.95</b>	<b>336,439.00</b>	<b>555,877.00</b>

**AMENDMENT NO. 2 TO THE  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AMENDMENT NO. 2 TO THE ORIGINAL AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES between Washoe County, a political subdivision of the State of Nevada (“County”) and Jacobs Engineering Group, Inc. PO65x5106 revises this Agreement as follows:

**The purpose of amendment #2 is to extend the termination date of the agreement from March 31, 2025 to December 31, 2025.**

***ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT TO REMAIN UNCHANGED.***

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

By: Mark Stewart  
Mark Stewart,  
Purchaser, Washoe County Commission

Date: Mar 20, 2025

Consultant: Mary Beth Baxter Digitally signed by Mary Beth Baxter  
DN: cn=Mary Beth Baxter, o=Jacobs  
Project Management Company,  
email=marybeth.baxter@jacobs.com  
Date: 2025.03.27 12:27:18 -0700

Date:

**AMENDMENT NO. 1 TO THE  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AMENDMENT NO. 1 TO THE ORIGINAL AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES between Washoe County, a political subdivision of the State of Nevada (“County”) and Jacobs Engineering Group, Inc. PO65x5106 revises this Agreement as follows:

**The purpose of amendment #1 is to extend the termination date of the agreement from May 31, 2024 to March 31, 2025.**

***ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT TO REMAIN UNCHANGED.***

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

By: **Mark Stewart**  
Mark Stewart,  
Purchaser, Washoe County Commission

Digitally signed by  
Mark Stewart  
Date: 2024.04.12  
14:01:18 -07'00'

Date:

Consultant:   
Josh Lawson, Manager of Projects

Date: 04/11/2024

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
CENTRAL TRUCKEE MEADOWS REMEDIATION DISTRICT (CTMRD) PROGRAM  
REMEDICATION MANAGEMENT PLAN (RMP) UPDATE**

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada (“County”) and JACOBS Engineering Group Inc. (“Consultant”), collectively (the “Parties”).

**WITNESSETH:**

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the “**CTMRD Remediation Management Plan Update**” (the “Project”); and

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

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

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

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be **June 12, 2023**,

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 **May 31, 2024**, 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 **\$219,438.00**. 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. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, consultants and sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

### 3.2 Compensation for Additional Services

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

### 3.3 Methods and Times of Payment

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

### 3.4 Dispute of Work

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

## ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in **Exhibit A**, Scope of Work on the Project shall be diligently performed and be completed no later than **May 31, 2024**. Consultant shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to

other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from the County.

#### ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances and Consultant shall, at no cost to County, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in designs, drawings, specifications and reports. County reserves the right to inspect, comment on, and request revision of, all Services performed by Consultant prior to acceptance, 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 - 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 7 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor, is not entitled to benefits provided to employees of the County, is solely responsible for federal taxes and social security payments applicable to money received for services herein provided and understands the County will file an IRS Form 1099 for all payments made to Consultant. Consultant 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 8 - 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 9 - 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 10 - REUSE OF DOCUMENTS

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

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

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

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

#### ARTICLE 11 - TERMINATION OR EXTENSION OF CONTRACT

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

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

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

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

#### ARTICLE 12 - 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 13 - NOTICE

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

To County:

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

To Consultant:

Jerry Dehn, Project Manager  
Jacobs Engineering Group Inc.  
50 West Liberty, Suite 205  
Reno, NV 89501

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

#### ARTICLE 14 - 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 15 - 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 16 - MISCELLANEOUS

##### 16.1 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.

##### 16.2 Severability

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

#### ARTICLE 17 - 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, and then any other agreement / exhibits.**

#### ARTICLE 18 - 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 19 - 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 20 - THIRD PARTY RIGHTS

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

#### ARTICLE 21 – 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 22 – 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.

**ARTICLE 23 - 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 \_\_\_\_\_, 2023

By **Mark Stewart**  
Mark Stewart  
Washoe County Purchasing Manager

Digitally signed by  
Mark Stewart  
Date: 2023.06.27  
10:59:16 -07'00'

CONSULTANT:

Dated this 22 day of June, 2023

By   
Josh Lawson, Manager of  
Projects

Exhibit A: Scope of Work  
Agreement for Professional Services  
CTMRD RMP Update  
Jacobs Engineering Group Inc.  
June 12, 2023

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*EXHIBIT A*

**Scope of Work for  
Central Truckee Meadows Remediation District  
(CTMRD) Remediation Management Plan Update**

Prepared for  
**Washoe County  
Community Services Department  
Central Truckee Meadows Remediation District**

June 2023

**JACOBS**

50 West Liberty, Suite 205  
Reno, NV 89501

# Exhibit A: Scope of Work for CTMRD Remediation Management Plan Update

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This is Exhibit A of the Agreement between Jacobs Engineering Group Inc. (Consultant), and Washoe County

Community Services Department (County), for engineering and consulting services for updating the Remediation Management Plan (RMP) for the Central Truckee Meadows Remediation District (CTMRD) Program (Program). The official name for the project will be the CTMRD Remediation Management Plan Update, hereinafter referred to as the "Project."

## Introduction

The Program was established in partnership with the Nevada Division of Environmental Protection (NDEP) to address Tetrachloroethene (aka, Perchloroethene, PCE) impacting groundwater in the Reno/Sparks area, including impact to water-supply wells owned and operated by the Sierra Pacific Power Company, which is now the Truckee Meadows Water Authority (TMWA). The original RMP, which lays out the purpose and operating principles of the Program, was prepared in 2002. A partial, uncompleted update of some of the text sections was done in 2012.

Currently the County, in cooperation with TMWA, performs the following Program activities to monitor and address PCE contamination in six subregions:

- Wellhead treatment using air stripping towers at three TMWA supply wells.
- Manage a comprehensive groundwater monitoring program. Quarterly monitoring reports include contour maps of groundwater elevation and flow direction, and PCE and TCE concentrations.
- Development and updates to subregion conceptual site models (CSMs).
- Contaminant source investigations, pilot studies, and active groundwater remediation of PCE at source areas and plumes.
- PCE source remediation in the subsurface soil above the groundwater (vadose zone) to prevent it from entering the underlying groundwater table; and
- Mitigation of PCE plume expansion via a supply well pumping plan and schedule that TMWA executes.

Our understanding is that Program has a well-functioning database, GIS system, and groundwater model. Greg Pohll with TMWA recently improved the model and is responsible for its maintenance.

The broad objectives of the RMP update include:

- Ensure that the plan is a comprehensive roadmap for remediation of PCE to concentrations below the drinking water standard.
- Define the expectations for long-term success of mitigation and removal of PCE as understood by each stakeholder including NDEP.
- Demonstrate meaningful and measurable progress each year.
- Consider alternative technologies and mitigation strategies.

- Clarify common goals and responsibilities of all stakeholders.
- Support TWMA in the common objective of providing safe drinking water.
- Affirm the educational and public outreach goals and processes for the public and users of PCE-containing materials.

Clearly defining these and other objectives identified by the County and Stakeholders provides the basis of the RMP and the long-term success of the Program.

## **Consultant's Scope of Work**

The Consultant proposes the following four tasks to update the RMP and meet the above objectives.

### **Task 1 – Review Available Documents/Data and Further Discussions with CTMRD Staff**

Consultant will gain a more comprehensive understanding of the current status and operation of the Program including CSMs, groundwater and contaminant characterization, groundwater monitoring program, and wellhead treatment systems.

#### **Task 1 Deliverables**

1. Prepare a brief tech memo (2-3 pages) summarizing our understanding of current status and operation including items above.
2. Written responses to all County review comments.

### **Task 2 – Planning Meeting and Workshops**

This task includes two in-person planning meetings with County staff and two workshops with all stakeholders:

- First planning meeting with County staff at the start of the project;
- First stakeholder workshop prior to the first draft updated RMP;
- Second stakeholder workshop after the first draft updated RMP (to review incorporated stakeholder input from the first workshop); and
- Second planning meeting with County after the second stakeholder workshop to review the second draft updated RMP.

Consultant will lead the workshops with the stakeholders to agree on key objectives and the approach for updating the RMP. The workshops will be held in-person at the Washoe County Complex but will include a virtual option for stakeholders that can't join in person. Consultant will also identify questions and gaps to be discussed at the workshops.

Stakeholders include:

- Washoe County;
- NDEP;
- TMWA;
- City of Reno;
- City of Sparks; and
- Washoe County District Health.

### **Task 2 Deliverables**

1. Prepare agenda and subsequent minutes for each of the two planning meetings between County and Consultant.
2. Prepare agenda, content, and meeting minutes summarizing main discussion and action items for each of the two stakeholder workshops.

Note: Up to four Consultant employees will attend the planning meetings and workshops.

### **Task 3 – Prepare Updated RMP**

Prepare an updated version of the RMP based on outline and text of original 2002 version, partial update in 2012, and stakeholder input. While preparing drafts of the updated RMP, Consultant will identify questions and gaps to be discussed at scoping meetings and the workshop.

Consultant will prepare a first draft RMP for stakeholder review *after* the first stakeholder workshop (refer to Task 2). Consultant will prepare a second draft RMP for stakeholder review *after* the second stakeholder workshop (refer to Task 2). Consultant will prepare a third draft RMP after reviewing County comments on the second draft RMP. Consultant will prepare a Final RMP addressing County comments on the third draft RMP.

### **Task 3 Deliverables**

1. First Draft RMP in PDF format for review and comments from stakeholders.
2. Second Draft RMP in PDF format for review and comments from stakeholders.
3. Third Draft RMP in MS Word format for review and comments from County. This draft will be in redline showing aggregated review comments from stakeholders.
4. List of written responses to all stakeholder review comments from first and second drafts.
5. Final Updated RMP after second planning meeting with County.

### **Task 4 – Project Management**

Consultant will initiate and manage project activities, schedule, and plan work to complete activities in a properly integrated and timely manner. Project management activities will include:

- Progress Monitoring:
- Coordination of activities with County:
- Consultant Team Health and Safety stewardship:
- Project Administration.

### **Task 4 Deliverables:**

- Monthly status reporting and monthly invoices that include description of work activities, the task that such work activities fall within, the associated hours for each Consultants' Project staff member, and progress percent completion for each Task, as described above. The monthly reporting shall also include reports and action/decision logs.

## Schedule

A preliminary schedule for this Scope of Work is as follows:

<b>Milestone</b>	<b>Target Start</b>	<b>Target Finish</b>
Task 1 – Review Available Documents/Data and Further Discussions with County Staff	July 2023	August 2023
Task 2 – Planning Meeting and Workshop	July 2023	January 2024
Task 3 – Prepare RMP Update	August 2023	April 2024
Task 4 – Project Management	June 2023	May 2024

All work under this Scope is expected to be completed by May 31, 2024. If additional tasks are desired beyond this length of time, Consultant reserves the right to request a scope and fee modification for additional administrative and support time and updated billing rates for beyond the assumed schedule.

## Compensation

Compensation for services described herein will be on a time and materials basis for a total not-to-exceed budget of **\$219,438**. Compensation is based on hourly bill rates included in Exhibit B. This total fee will not be exceeded without prior authorization from County. County is not obligated to compensate the Consultant for work outside the scope of work defined herein, nor beyond the authorized budget, nor is the Consultant obligated to incur costs that exceed the authorized budget.

### Project Cost Summary

Task	Task Description	Budget	Hours	Expenses	Tech Charge	Dehn, Jerrod W (Jerry)	Colgan, Gary A (Gary)	Holbert, Charles (Chuck)	Chern, Daniel (Daniel)	Dinkelmann, Ilka D (Ilka)	Velasquez, Joey	Quan, Jeremy (Jeremy)	Office/Clerical	Wilburn, Douglas Jay (Jay)	Micrae, Jennifer	Project Accountant
1	Review Available Documents/Data and Further Discussions with County Staff	\$18,382.00	94	\$220.00	\$564.00	2	12	12	6	12	44			2	2	2
2	Planning Meeting and Workshop (Includes 2 in person meetings/workshops with travel)	\$96,874.00	388	\$11,770.00	\$2,328.00	32	80	60	46	16	124	16	8	2	2	2
3	Prepare RMP Update	\$104,182.00	534	\$286.00	\$3,204.00	22	60	40	68	80	160	40	40	4	8	12
	<b>TOTAL</b>	<b>\$219,438.00</b>	<b>1,016</b>	<b>\$12,276.00</b>	<b>\$6,096.00</b>											

Exhibit B  
Rate Schedule



**Professionals and Technicians Hourly Billing Rate Schedule**

Classification	2023 Rate
Sr. Principal Technologist*/Sr. Principal Project Manager	\$280
Principal Technologist*/Principal Project Manager	\$270
Sr. Technologist*/Sr. Project Manager	\$255
Senior Project Engineer*/Project Manager	\$235
Project Engineer*	\$210
Associate Engineer*	\$190
Staff Engineer 2*	\$170
Staff Engineer 1 and GDC Engineering Staff*	\$150
Engineering Tech 5	\$168
Engineering Tech 4	\$153
Engineering Tech 3	\$138
Engineering Tech 2	\$123
Engineering Tech 1 and GDC CAD Technician Staff	\$110
Office/Clerical/Accounting	\$100

EXPENSES	
Expense Type	Estimating Method
Auto Mileage	Travel
Auto Rental	Travel
Other Travel	Travel
Equipment Rental	Operating Expense
Postage/Freight	Operating Expense
Reprographics	Outside Service
Subcontractors	Outside Service

**Notes:**

\* includes engineering, consulting, planner and scientist disciplines

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, subcontracts, and outside services; special client-approved PROJECT-specific insurance, letters of credit, bonds, and equipment and supplies; (2) Consultant's charges for direct use of Consultant's vehicles, computing systems, laboratory test and analysis, word processing, printing and reproduction services, and certain field equipment; and (3) Consultant's project charges for special health and safety requirements of Occupational Safety and Health Administration (OSHA) services.

A technology charge of \$6.00 will be applied to all labor hours for all staff.

A markup of 10% will be applied to all other Direct Costs and Expenses.

An additional premium of 25% will be added to the above rates for Expert Witness and Testimonial Services.

Rates are applicable for work performed through December 31, 2023. Rate increases will go into effect annually starting on January 1, 2024.

## **Exhibit C**

### **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR PROFESSIONAL ENGINEERING SERVICES CTMRD REMEDIATION MANAGEMENT PLAN UPDATE**

#### **INDEMNIFICATION**

##### ENGINEER Liability

As respects acts, errors, or omissions in the performance of Jacobs Engineering Group Inc. (ENGINEER) services, ENGINEER 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 ENGINEER'S negligent acts, errors or omissions in the performance of its ENGINEER services under the terms of this agreement.

ENGINEER further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action to the extent arising out of the negligent acts, errors or omissions of ENGINEER or its Sub-ENGINEER in the performance of their ENGINEER services under the Agreement.

##### General Liability

As respects all acts or omissions which do not arise directly out of the performance of ENGINEER services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, ENGINEER 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 ENGINEER 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 ENGINEER purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and ENGINEER'S Professional Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by ENGINEER, its agents, representatives, employees or Sub-ENGINEERS. The cost of all such insurance shall be borne by ENGINEER.

#### **INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ENGINEER or any Sub-ENGINEER by COUNTY. ENGINEER 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 ENGINEER or Sub-ENGINEER is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole

proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should ENGINEER be self-funded for Industrial insurance, ENGINEER 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**

ENGINEER shall maintain coverages and limits no less than:

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

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

Should COUNTY and ENGINEER agree that higher ENGINEER 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 ENGINEER'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 ENGINEER,

including the insured's general supervision of ENGINEER; products and completed operations of ENGINEER; or premises owned, occupied or used by ENGINEER. 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. ENGINEER'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 ENGINEER'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. ENGINEER'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. ENGINEER'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits below that specified herein except after thirty (30) days' prior written notice by 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 ENGINEER and insurance carrier. COUNTY reserves the right to require that the ENGINEER'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**

ENGINEER 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-ENGINEERS**

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

#### **MISCELLANEOUS CONDITIONS**

1. ENGINEER shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ENGINEER, any Sub-ENGINEER, or anyone employed, directed or supervised by ENGINEER.

2. Nothing herein contained shall be construed as limiting in any way the extent to which ENGINEER may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-ENGINEERs under it.
3. In addition to any other remedies COUNTY may have if ENGINEER 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 ENGINEER to stop work under this Agreement and/or withhold any payments which become due ENGINEER here under until ENGINEER demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.