

REQUEST FOR QUALIFICATIONS NO. 2623-08

**FROM
PROFESSIONAL ASSESSMENT ENGINEERING FIRMS
FOR THE**

**Truckee River Flood Project
Funding Area Boundaries and Rate Study**

**TRUCKEE RIVER FLOOD MANAGEMENT DEPARTMENT
WASHOE COUNTY**



Released Wednesday, October 17, 2007

**Sealed Qualifications must be received at the office of the Washoe County Purchasing
Department, 1001 E. Ninth Street, Bldg. C, Rm. C200, Reno NV
by the close of business on Wednesday, November 7, 2007.**

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I. INTENT:

It is the intent of this Request for Qualifications to:

- Provide an overview of the Truckee River Flood Project
- Provide an overview of the tasks to be performed by the selected “benefit engineering” firm
- Establish the specifications, terms, and conditions governing the selection of the “benefit engineering” firm to provide professional engineering and economic analysis services.
- Solicit sufficient and verifiable information from prospective providers of these professional engineering and economic analysis services to establish a “shortlist” of providers from which the successful proposer firms will be selected.

II. INTRODUCTION

The Truckee River Flood Management Department, Washoe County, is inviting sealed statements of qualifications from professional engineering consultants to perform engineering and economic analysis services for the “Truckee River Flood Funding Area Project”. The project area will incorporate all of Washoe County and parts of Storey County.

The Truckee River Flood Project (Flood Project) is an \$800 million project designed to reduce flood damages from a 100-year to 117-year flood event, restore 50 miles of the Truckee River between Reno/Sparks and Pyramid Lake, and provide enhanced recreational opportunities and open space throughout the Truckee Meadows. It is expected to be the largest locally sponsored public works project undertaken in northern Nevada to date.

The project is sponsored by a consortium of four partners, or local sponsors: Washoe County, Sparks, Reno, and the University of Nevada-Reno. The project is overseen by a 23-member board, the Flood Project Coordinating Committee (FPCC), which includes elected and appointed representatives of the partner agencies, as well representatives of Storey County, the Pyramid Lake Paiute Tribe, and the Truckee Meadows community. Washoe County is the “managing partner”, collecting a 1/8-cent sales tax authorized in 1998 to help fund the project.

The Truckee River Flood Project is being designed and built in cooperation with the U.S. Army Corps of Engineers (Corps). The project is now in its last year of feasibility design, with local construction expected to start in 2008 and Corps construction slated to start in 2009. The total cost of the Flood Project is expected to be shared by the Corps of Engineers (50%) and the local sponsors (50%). Prior to Congressional authorization and funding, the Corps must complete a “Chief’s Report,” identifying the national interest in the project, including a detailed analysis of expected project benefits and costs.

The local partners' share of project costs is expected to be approximately \$400 million. Funding for the project is currently being provided through imposition of a 1/8-cent sales tax, the remaining capacity of which is expected to generate \$100 million in bond funds over 30 years. A gap of \$300 million remains. It is anticipated that the Truckee River Flood Project will partially fill the funding gap through creation of one or more funding areas (referred to as "funding areas" in this RFQ), as well as through grants from other federal and state sources. Currently, the funding areas are anticipated to debt finance approximately \$300 million over 30 years.

III. SCOPE OF SERVICES:

A. Tasks

Six tasks are included in the **Truckee River Flood Funding Area Project**. They are to:

- 1) Identify and assess the overall economic benefit of the Flood Project to the region,
- 2) Provide a basis for proposing "flood funding area" boundaries,
- 3) Provide a scientific basis for developing rates or charges for each of the flood funding areas to help fund the construction, operation and maintenance of the Flood Project, including an analysis of projected cash flows,
- 4) Provide a sound basis by which to potentially divide revenue generation responsibilities between jurisdictions,
- 5) Assist each of the partner jurisdictions in evaluating a variety of possible funding methods to generate revenues within each flood funding area, and
- 6) Assess the potential impact of imposing flood funding areas and their associated charges on various segments of the community (AKA economic sensitivity analysis.)

The anticipated tasks are described briefly below. **For each task, the selected firm must prepare a report or report section summarizing their findings and explaining their recommendations, and must be prepared to explain the basis for their findings and recommendations at project team meetings, board meetings, community meetings, public workshops, and official hearings.**

Task 1 – Identify and Assess the Overall Economic Benefits of the Flood Project

Task 1 will focus on determining, quantitatively, the economic impact of flooding on the community and surrounding areas, and quantifying both the direct and indirect benefits the Flood Project will provide. As a condition for federal funding, the Corps requires flood management projects to meet a cost-to-benefit ratio of 1-to-1 (i.e., each dollar spent on the project must result in at least a dollar of benefits), and narrowly defines benefits as the value of avoided damages to structures and contents. Not taken into account in the Corps' standard cost-benefit analysis are:

- 1) The economic losses due to closures of businesses, transportation corridors and the airport,
- 2) The economic impacts on businesses during and after a flood due to their inability to receive inventory or materials, ship product, meet deadlines, or meet payroll for workers who may not be able to work for a period of days to weeks,
- 3) The impact on the tourist industry in terms of closed venues, inability of visitors to reach venues, or the perception that Reno/Sparks is not a safe place to visit in the winter, and
- 4) The costs of emergency response and clean up.

The community has an opportunity to influence Congress's decision to fund the Flood Project by providing a larger view of the economic benefits of the project.

Task 2 – Develop Flood Funding Area Boundaries

Task 2 will focus on developing a sound, technical basis for establishing the boundaries of at least two funding areas. The FPCC has developed some possible criteria on which to base flood funding area boundaries, including:

- (1) Areas which contribute runoff to the Truckee River and its tributaries (i.e., the Truckee River's hydrographic basin in Nevada), and
- (2) Areas that will receive direct benefits from the construction of the Flood Project (i.e., areas that will go from being wet to dry or drier during a flood).

Maps of these approximate areas are attached to the RFQ as Exhibit A.

The selected firm will be asked to develop legally defensible criteria on which to base flood funding boundaries. As part of this task, the firm will identify existing flood or storm water related districts such as SADs, GIDs, LIDs or Tax Increment Funding areas, and evaluate the possibility of merging them with the proposed flood funding areas. The firm will be expected to provide detailed, GIS-based maps of existing funding districts, proposed funding area boundaries, and existing jurisdictional boundaries at such a scale as to allow individual parcels to be easily distinguished.

Task 3 – Scientific Criteria for Establishing Rates within Funding Areas

Task 3 will focus on developing a sound, technical basis for establishing rates for each of the proposed funding areas. The FPCC has developed some proposed criteria for establishing rates for flood funding areas, such as:

- 1) Measured or calculated depth of flooding before the project vs. expected depth of flooding after project construction,
- 2) Areal extent *or* percentage cover by impervious surface over the property,
- 3) Size of a property in relation to the size of the funding area, and
- 4) Value of property.

The selected firm will be expected to analyze the feasibility and supportability of each of the proposed criteria and to develop additional technical criteria to be considered as a basis for establishing rates.

The firm will then develop annual revenue projections for each proposed flood funding area using the various approaches. The study will also include recommendations for assessing publicly owned properties.

Task 4 - Division of Revenue Responsibilities between Jurisdictions within Flood Funding Areas

Task 4 will involve developing a sound, rational basis for potentially assigning responsibility to each jurisdiction within a flood funding area to generate a portion of the revenues from that funding area. Once flood funding area boundaries are developed and proposed (Task 2), technically supportable methods to establish rates are identified (Task 3), and annual revenue projections are developed for each funding areas (Task 3), the selected firm will identify those jurisdictions located within each funding area and propose an assignment of responsibility, by jurisdiction, for revenue generation in the funding area.

Task 5 – Methods to Meet Revenue Responsibilities

Task 5 will involve working with each of the partner jurisdictions to evaluate a variety of funding methods to meet their potential revenue responsibilities. The selected firm will be expected to analyze the feasibility and supportability of each proposed funding mechanism, and to develop probable revenue scenarios for each. Possible revenue generation options include, but are not limited to: 1) storm water utility fees, 2) SADs, GIDs, LIDs, or Tax Increment Financing Districts, 3) other rates, tolls and charges that may be applicable under each jurisdiction’s authority, or 4) other revenue generation mechanisms such as sales tax.

Task 6 – Economic Sensitivity Analysis

Task 6 will focus on performing an “economic sensitivity analysis” of the economic impact of implementing flood funding areas and rates or charges on specific residential and business segments/areas of the community, including the net impact of changing flood insurance rates due to the implementation of the Flood Project. For example, concern has been expressed about the possible impact of imposing a charge on the 900+ businesses located in the Sparks industrial area, which have suffered the brunt of past flooding, and which may be motivated to leave the immediate area if a funding requirement is imposed. To address this issue region-wide, this task will involve an assessment (through the use of focus groups, scientifically supported surveys, or other methods) of the anticipated public reaction to imposition of flood funding areas and charges on those businesses and homes expected to be proposed for inclusion in a flood funding area.

B. Services

The firm chosen for this project will be responsible for providing a range of services including engineering, economic and financial analyses, cash flow projections, GIS-based mapping, report preparation, and public outreach. Specific services anticipated to be included in the resulting agreement include:

- 1. Data Gathering and Data Compilation:** Obtain and review available existing reports such as economic cost and benefit data prepared by the COE or other consulting engineering firms, property parcel map and valuation data available through the County Assessor's office and other agencies, surface water runoff models, hydrologic models used to develop the Corps' preliminary feasibility design for the Flood Project, as-built drawings for roadway improvements and utilities, financial data, existing funding districts, and the benefit of such funding districts (remediation vs. flood vs. redevelopment), etc.
- 2. Hydrology and Hydraulic Analysis:** Quantify the areas which compose the Truckee River Hydrologic basin and provide a technical assessment of whether to exclude any sub-basins in the larger hydrologic basin for the purposes of developing a contributing runoff watershed for the Truckee River Flood Project. Quantify the areas of the Truckee Meadows which flood during various flood events. Detailed modeling will not be required.
- 3. Economic/Financial Services:** Develop criteria by which to establish rates, tolls or charges for direct benefit areas and areas which contribute to flooding. Develop cash flow projections demonstrating the amount of annual revenue expected to be generated by the funding areas over 30 years and the par amount of bonds that revenue would support. Analyze alternate approaches for local governments to meet funding responsibilities.
- 4. Topographic Mapping and Boundary Survey:** Prepare GIS-based maps of proposed flood funding areas, existing GIDs and SADs, governmental jurisdictions, etc.
- 5. Public Opinion Research:** Conduct phone interviews, door-to-door surveys, assessment panels, and /or focus groups to assess public opinion regarding the possible impact of implementing flood-funding areas.
- 6. Preparation of Results:** Prepare reports, spreadsheets, maps, and other materials, in both paper and electronic formats which support findings and recommendations for all Tasks.
- 7. Presentation of Results:** Prepare PowerPoint and other presentation materials to explain findings and study results, and facilitate and coordinate public meetings to present results. Appear at public meetings, workshops and hearings to support implementation of flood funding areas. Meetings may include elected and appointed officials, stakeholders, members of the community, and representatives of federal, state and local agencies.

IV. CALENDAR OF EVENTS:

The following is a schedule of events which the project is expected to follow. **All dates** (except for deadline for submittal of questions and statement of qualifications) **are approximate** and provided here to provide a sense of the timing of key milestones and deliverables. A final project schedule will be negotiated with the selected firm.

October 17-19	Post and advertise project; distribute RFQ to prospective firms
October 31	Deadline for submission of Questions
November 7	Receive Statements of Qualifications at the Washoe County Purchasing Office until the close of business
November 8 (9:00 a.m)	RFQ's opened and acknowledged in the Purchasing Office
November 14-16	Complete Initial Ranking of Firms
November 26-27	Top-ranked firm(s) to provide oral presentation regarding their capability and proposed approach to the project
November 27	Select firm
November 28	Begin scope-of-work and fee negotiations with selected firm
December 7	Finalize negotiations
December 10 or 14	Approve Agreement at special or regular Flood Project Coordinating Committee meeting
December 11 or 18	Approve Agreement at regular Board of County Commissioners meeting
December 12 or 19	Notice-to-Proceed /Begin Project
February-March 2008	Interim Deliverables to Flood Project (Task 2, Task 3, Task 4)
April-May 2008	Interim Deliverables to Flood Project (Task 1, Task 5)
May - June 2008	Presentations to elected and appointed officials, community workshops and public hearings
June 2008	Final Deliverables to Flood Project
July - Dec 2008	Begin Implementation of Flood Funding Areas

V. BASIS OF AWARD:

The award of this contract will be based on the evaluation criteria and guidelines generally described in Section VIII, Qualification Format and Content. Phase I of the selection process will consist of a review of the Statements-of-Qualification by the Selection Committee.

The top-ranked firms will proceed to Phase II of the selection process consisting of an oral presentation to the Selection Committee of the firm's qualifications and their recommended approach to the Tasks. Please note that the Selection Committee reserves the right to *forgo* the Phase II interviews and base the final ranking of firms on the basis of the Statement of Qualifications **alone**.

The successful firm must demonstrate and document successful experience with similar projects within five years prior to date of this RFQ. The successful firm must also have a demonstrated ability to predict and estimate project costs, and to predict and control time schedules for completing this work.

The contract award will be made after a careful evaluation by the Selection Committee and will be based on demonstrated competence, as well as what is determined to be in the best interests of the Flood Project by the Selection Committee.

If, after selection, an agreement upon a fair and reasonable fee cannot be reached with the successful firm, the Selection Committee may terminate negotiations and select another firm.

Partnering between firms is recommended **if necessary to successfully implement all Tasks**. Although not preferred, the Selection Committee reserves the right to divide the overall project into separate projects and to make separate awards if deemed in the best interests of the Flood Project.

VI. CONTACT PERSON:

Interested firms shall contact the Washoe County Purchasing Office, NOT the Project Manager, County officers or Selection Committee members, with questions or suggestions regarding this Request for Qualifications. All relevant questions and answers will be recorded and mailed/emailed to interested firms who have been issued a copy of this RFQ. They will also be posted on the flood project website (truckeeflood.us). **The deadline for questions is Wednesday, October 31, 2007.**

All questions and correspondence shall be directed in writing to the following person:

Michael Sullens, Senior Buyer
Washoe County Purchasing Department,
1001 E. Ninth Street
Reno, Nevada
775-328-2287 ph 775-328-3696 fax
msullens@washoecounty.us

VII. ADDENDA:

Any addendum to this Request for Qualifications will be mailed, emailed or sent by facsimile to all interested firms who have been issued a copy of this RFQ.

VIII. QUALIFICATION FORMAT AND CONTENT:

The criteria upon which the award will be made will be based on a firm's qualifications. Experience in providing services for similar projects in size, scope, and complexity, and the firm's approach to the project will be major factors.

A firm's **Statement of Qualifications** must provide all of the following materials and information, and meet the stated conditions:

- A cover letter signed by a representative of the firm who has authority to sign contracts for the firm.
- A description of the firm and any partner firms, and a statement of each firm's qualifications for performing the referenced consulting services.
- A summary of the firm's recent experience with similar projects. Provide references for three (3) related projects, including contact person, telephone number, name and date of project, a brief description of the project, and a list of project designers, planners and project managers of the firm who were responsible for the "day-to-day" activities for the past projects listed. Identify the tasks completed by your firm for the projects, the total time allocated to those tasks, and the total contract amounts or cost to complete those tasks.
- A description of the firm's procedures for quality assurance in professional services to be provided.
- A description that details the firm's capacity to complete projects on schedule and to retain firm control of costs.
- A brief summary of the qualifications and experience of each team member who will be assigned to the project and their roles in its completion, including in-house and outside consultants. Include length of service and a fee schedule showing hourly rates for each team member. Note: the actual fee schedule for the project will be negotiated as part of the scope of work and fee negotiations conducted with the selected firm. Complete resumes and the fee schedule may be included in the Appendix. Teaming between firms to cover all of the necessary skill sets may be necessary and appropriate, but all coordination of the team's work must be handled internally by the selected firm, and a single point of contact for the project must be identified. The Flood Project staff reserves the right to approve all sub-consultants.

- An organizational chart depicting the proposed project team.
- A narrative describing how the firm would approach each Task listed in III A. above, how resources and personnel would be allocated, and an overall proposed time schedule through the completion of the project. This section of the statement of qualifications shall include a summary table for each task displaying the professionals to be assigned and a rough estimate of the time to be devoted to each task. These tables will be used by the selection team to get a sense of how the firm would approach each task. Firms will not be held to these estimates. A specific scope of work, allocations of staff time, and fee schedule will be negotiated during contract negotiations with the selected firm.
- Evidence of the firm's ability to meet the insurance requirements of Exhibit B.
- Disclosure of Principals Statement (place in Appendix)
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters (place in Appendix)
- The Statement of Qualifications, excluding appendix, shall be a maximum of **25 pages**. The appendix may be as large as needed.
- The award shall be made after all Flood Project procedural requirements have been met.
- Firms shall submit **ten (10) copies** of their Statements of Qualifications
- **Statements of Qualifications must be received no later than the close of business on Wednesday, November 7, 2007 at the Washoe County Purchasing Office, 1001 E. Ninth Street, Bldg. C, Rm. C-200, Reno NV 89512.**
- The Flood Project reserves the right to reject any and all Statements of Qualifications, to postpone the opening date for its own convenience, to make an award in its own best interest, and to waive any formalities or technicalities.

IV. INDEMNIFICATION / INSURANCE:

Washoe County has established specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit B, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this Agreement.

X. EXHIBITS:

Exhibit A delineates possible boundaries of the flood funding areas. The final location and extent of the flood funding boundaries will be determined during final study design.

Exhibit B identifies the County's indemnification and insurance requirements

XI. APPEAL BY UNSUCCESSFUL PROPOSER:

Any unsuccessful proposer may appeal a pending award prior to award by Washoe County. The appellant must submit a written protest to the Purchasing and Contracts Administrator within five workdays after the ranking of the firms for negotiations.

Describe, in the written protest, the issues to be addressed on appeal.

Post, with the written protest, a bond with good and solvent surety authorized to do business in this state or submit other security in a form approved by Washoe County, who will hold the bond or other security until a determination is made on the appeal.

Post the bond or other security in the amount of 25% of the total dollar value of appellant's bid, up to a maximum bond or other security amount of \$250,000.

Not seek any type of judicial intervention until Washoe County has rendered its final decision on the protest.

Washoe County will stay any award actions until after the Purchasing and Contracts Administrator has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the Washoe County Board of Commissioners, who will render a final decision for the County. No RFQ protests will be heard by the Board of Commissioners unless the proposer has followed the appeal process.

If an appeal is granted, the full amount of the posted bond will be returned to the appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the County because of the unsuccessful appeal.

Washoe County is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by the appellant in a bid process.

XIII. DISCLOSURE OF PRINCIPALS STATEMENT: (Please print or type)

COMPANY NAME

TELEPHONE # WITH AREA CODE

STREET ADDRESS

FAX NUMBER WITH AREA CODE

CITY, STATE AND ZIP CODE

FEDERAL TAX I.D. NUMBER

NAMES OF OFFICERS OR OWNERS OF CONCERN, PARTNERSHIP, FIRM

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

IF FURTHER SPACE IS REQUIRED, PLEASE ATTACH ADDITIONAL SHEET(S)

XIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:

The prospective proposer, _____ certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this proposal 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;

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 paragraph (1) (b) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 SUC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

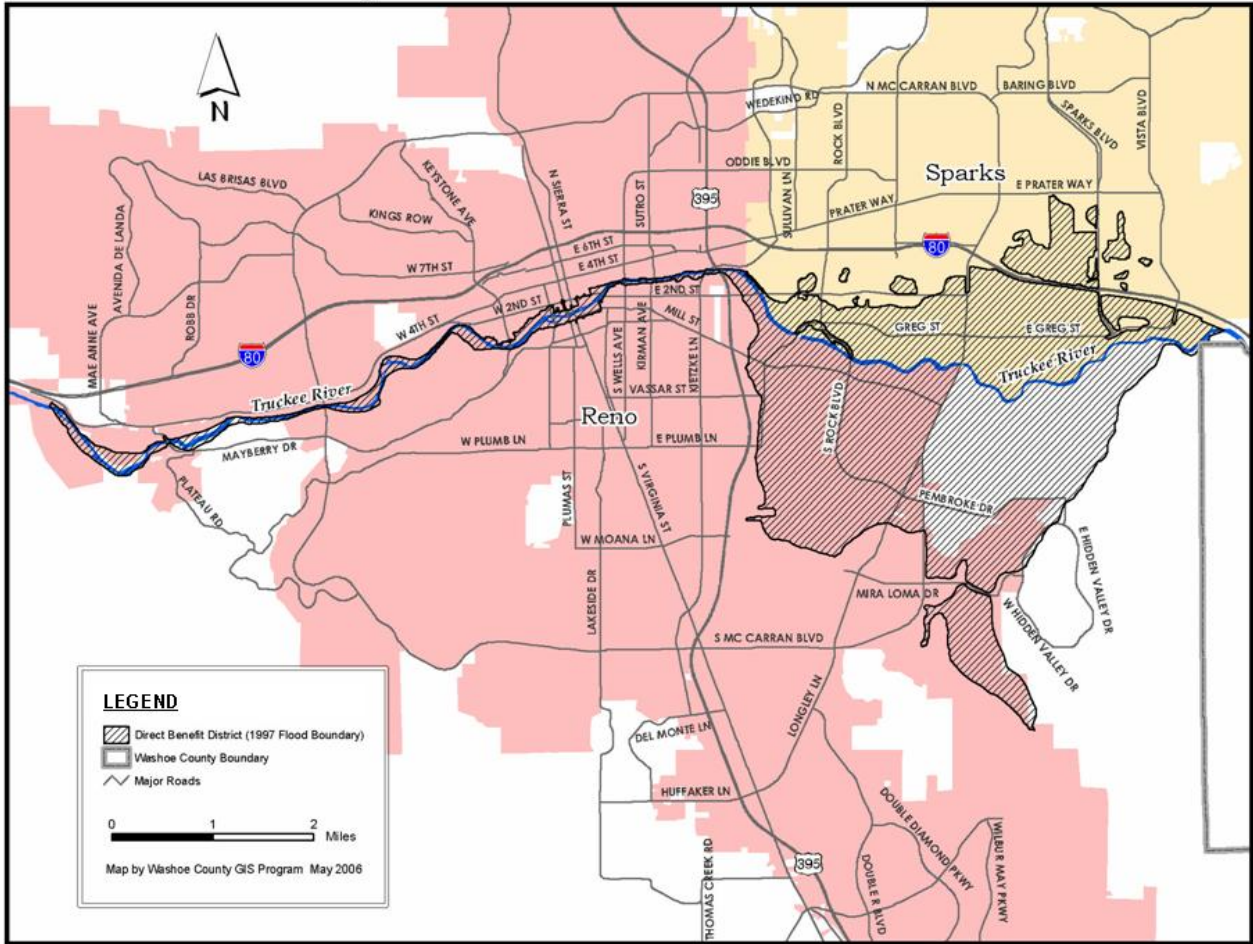
I am unable to certify to the above statement. My explanation is attached.

Signature _____ Date _____

XIV –Possible Boundaries of the Flood Funding Areas

Exhibit A

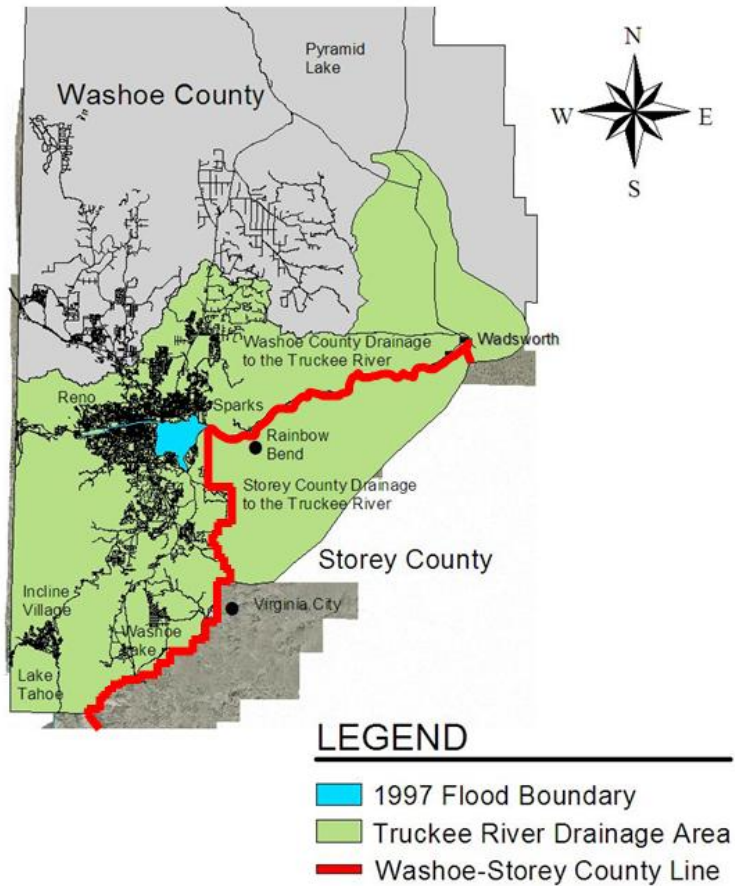
Figure 1 - Possible Direct Benefit Area Boundary



XIV –Possible Boundaries of the Flood Funding Areas

Exhibit A

Figure 2 -- Truckee River Contributing Flood Runoff Area



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IF SUCCESSFUL PROPOSER, HEREINAFTER CONSULTANT, AGREES TO RESPOND TO THE "REQUEST FOR QUALIFICATIONS/PROPOSALS", HE MUST BE WILLING TO COMPLY WITH THE INSURANCE REQUIREMENTS LISTED BELOW AND HAVE THEM INCLUDED IN ANY NEGOTIATED AGREEMENT. IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF PROPOSAL SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

INDEMNIFICATION

Professional Liability

As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONSULTANT'S negligent acts, errors or omissions in the performance of its professional services under the terms of this agreement.

CONSULTANT 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 arising out of the negligent acts, errors or omissions of CONSULTANT or its Sub-consultant in the performance of their professional services under the Agreement.

GENERAL LIABILITY

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT'S (or Subconsultant, if any) performance or failure to perform, under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

CONSULTANT must either defend COUNTY or upon determination that the work performed by CONSULTANT was in any manner negligent or that CONSULTANT failed to perform any

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duty set forth in this Agreement pay COUNTY'S cost of defense for any claim, demand, action or cause of action.

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

GENERAL REQUIREMENTS

COUNTY requires that CONSULTANT purchase Industrial Insurance, 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 or a certificate issued by the Employers Insurance Company of Nevada (EICON) in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.21 0.

Upon completion of the project, CONSULTANT shall provide COUNTY with a Final Certificate for itself and each Sub-consultant which is prepared by the Employers Insurance Company of Nevada. If CONSULTANT or Subconsultant is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

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 SCOPE OF LIABILITY INSURANCE

Coverage shall be at least as broad as:

- I. Insurance Services Office Commercial General Liability Coverage "occurrence" form CGOOOI 01/96 or Insurance Service Office Comprehensive General Liability form

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GLOO02 Ed 01/73 with the Broad Form Comprehensive General Liability Endorsement GLO404.

2. Insurance Services Office Business Auto Coverage form number CAO0 01 12/90 covering Automobile Liability code I any "auto" with changes in Business Auto and Trucker's Coverage forms - Insured Contract Endorsement form number CAO0 29 12/88. Coverages may be excluded only with prior approval of the COUNTY'S Risk Manager.
3. Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to COUNTY. CONSULTANT will maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of termination of the agreement. In the event that CONSULTANT goes out of business during the term of this Agreement or the three (3) year period described above, CONSULTANT shall purchase Extended Reporting Coverage for claims arising out of CONSULTANT'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

MINIMUM LIMITS OF INSURANCE

CONSULTANT shall maintain 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. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate.

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

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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:

I. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as insured 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 COUNTY, its officers, agents, employees or volunteers.
- 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. CONSULTANTS 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 Bests 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

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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 contractee at the time received. All must be 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 shall furnish separate certificates and endorsements for each Sub-consultant. All coverages for 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.

In addition to any other remedies COUNTY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

- a. Order CONSULTANT to stop work under this Agreement and/or withhold any payments which become due CONSULTANT here under until CONSULTANT demonstrates compliance with the requirements hereof,
- b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONSULTANT under this Agreement if CONSULTANT

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is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;

- C. Terminate the Agreement.