

CONSULTANTS

Consultants for the District are selected through a SOQ process. Consultants are notified of open SOQs by advertisement in 'Legal Notices' of the Las Vegas Review Journal; mailings to consultants with related expertise on the Consultant Notification List; and this website. SOQs received prior to the deadline are reviewed by a panel of District employees. Successful companies are placed on a short list and as projects become available, the consultant is selected from the short list.

CONSULTANT NOTIFICATION LIST

Consultants wishing to be on the notification list SOQ announcements should send company information including: Company name, address, phone, contact person and title, S/M/W/DBE status, email address, and areas of expertise. Information should be sent to:

LVVWD
1001 S. Valley View Dr.
Las Vegas, NV 89153

ATTN: Daniel A. Wiesner, P.E., P.L.S.

INSURANCE AND INDEMNITY REQUIREMENTS

PROFESSIONAL ENGINEERING AGREEMENTS LESS THAN \$25,000

The CONSULTANT shall carry Professional Liability Insurance in the amount of no less than \$500,000 per claim, Automobile Liability Insurance and General Liability Insurance in the amount of no less than \$500,000 per occurrence, and Workers' Compensation coverage as required by Nevada State Law, during the term as defined in this agreement, and show evidence of such coverage on a Certificate of Insurance. The CONSULTANT shall include the cost of the insurance coverages in their agreement price(s).

PROFESSIONAL ENGINEERING AGREEMENTS GREATER THAN \$25,000

L. INSURANCE

1. General

- a. The CONSULTANT shall not commence any work under this Agreement until the CONSULTANT obtains, at its own expense, all insurance as required in this section; however, failure to obtain all insurance shall not relieve the CONSULTANT of the obligation to achieve the schedule milestone dates as

defined herein. The types of insurance to be obtained by the CONSULTANT are Workers' Compensation, Employers Liability, Automobile Liability, Commercial General Liability, and Professional Liability as outlined in the following portions of this section.

- b. It is the CONSULTANT'S sole responsibility to ascertain that the following insurance requirements are fulfilled. In the event they are not, the CONSULTANT shall not be relieved of their duty to perform, indemnify, defend, and hold harmless the DISTRICT, and all others concerned herein, nor shall the DISTRICT and all concerned herein be liable to the CONSULTANT or any others in the event the CONSULTANT'S insurance, as accepted by the DISTRICT, fails to meet the full requirements herein.
- c. The Workers' Compensation, Employers Liability, and Automobile Liability insurance will be maintained in force for the full period of the Agreement.
- d. The Commercial General Liability and Professional Liability insurance will be maintained in force for two years following the completion of the project.
- e. These insurance provisions are in addition and cumulative to any other right of indemnification or contribution that the DISTRICT may have in law, in equity, or otherwise and shall survive the completion of the project.
- f. Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONSULTANT's total responsibility for payment of claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of the CONSULTANT's operations under this Agreement.
- g. At the time of executing this Agreement and before commencement of the work, the CONSULTANT shall have delivered to the DISTRICT certificates of insurance and endorsements that attest to the fact that the CONSULTANT has obtained the insurance as specified in this Agreement.

2. Other Insurance

- a. All insurance provided by the CONSULTANT shall be considered primary in respect to the DISTRICT's insurance, and any similar insurance maintained by the DISTRICT shall be considered excess and non-contributory.
- b. The CONSULTANT's Workers' Compensation insurance shall be written with a property and casualty insurance company admitted to do business in the state of Nevada and rated A- or better and Class V or higher of financial size category in the current issue of Best's Key Rating Guide.
- c. The CONSULTANT's Automobile Liability, Commercial General Liability and Professional Liability insurance shall be written with property and

casualty insurance companies admitted to do business in the state of Nevada and rated A- or better and Class VIII or higher of financial size category in the current issue of Best's Key Rating Guide.

- d. In the event any of the CONSULTANT's insurance companies are not admitted to write business in the state of Nevada, then the CONSULTANT will furnish evidence of insurance with insurance companies that are rated A- or better and Class IX or higher of financial size category in the current issue of Best's Key Rating Guide for each coverage written with a non-admitted carrier.
- e. The Certificate of Insurance and related endorsements must be satisfactory to the DISTRICT as to form and content and must comply with all insurance requirements as set forth herein, or the certificate and endorsements may be rejected and thereby, at the option of the DISTRICT, render this Agreement cancelable.
- f. All endorsements are to be dated; reflect the name of the insurance company, the type of insurance, and the policy number; be executed by a duly authorized representative of the insurance company; and be attached to the certificate.
- g. The evidence of insurance coverage and all endorsements, if written by an agent outside the State of Nevada, shall be countersigned by a Nevada Resident Agent, as required by Nevada Revised Statute 680A.300.
- h. The full legal operating names of the CONSULTANT and insurance carrier shall be properly shown where applicable.
- i. The cancellation section of the certificate is to be amended to provide 30-day written notice of cancellation and initialed by the Agent.
- j. By endorsement (I.S.O. Form CG 20 10 11 85 or its equivalent), the DISTRICT shall be included as an additional insured under the Commercial General Liability and Automobile Liability insurance policies as to bodily injury, sickness, disease, or death, personal injury, damage to or destruction of the property of persons which may arise out of or in connection with activities under the Agreement. The CONSULTANT's insurance shall be primary with respect to the additional insureds; any insurance coverage maintained by the DISTRICT shall be in excess of the CONSULTANT's insurance and non-contributing.
- k. By endorsement (I.S.O. Form #CG 24 04 11 85 or its equivalent), the CONSULTANT'S insurance carriers shall waive their transfer rights of recovery (Waiver of Subrogation) against the DISTRICT, its members and affiliated companies, successors or assignees, including their directors, officers, and employees individually and collectively.

1. The additional insured and waiver of subrogation endorsements, shall read as follows:

The Las Vegas Valley Water District, its members, and affiliated companies, successors, or assigns, including their directors, officers, and employees individually and collectively; when acting within the scope of their employment.

- m. If the CONSULTANT fails to procure and/or maintain insurance set forth herein, in addition to other rights or remedies, the DISTRICT shall have the right, if the DISTRICT so chooses, to procure and/or maintain the said insurance for and in the name of the CONSULTANT with the DISTRICT as an Additional Insured, and the CONSULTANT shall pay the cost thereof and shall furnish all necessary information to make effective and/or maintain such insurance. In the event the CONSULTANT fails to pay cost, the DISTRICT hereby has the right to offset any premiums from the compensation set forth in this Agreement and directly pay for such coverage.
- n. With respect to any and all insurance required under this Agreement, the deductible shall not exceed \$50,000, unless otherwise agreed to by the DISTRICT or the DISTRICT'S Risk Management Division.

3. Workers' Compensation and Employers Liability Insurance

- a. The CONSULTANT shall procure and maintain such insurance and see that its subcontractors/subconsultants purchase and maintain such insurance as is required under the Nevada Industrial Insurance Act, Nevada Revised Statutes Chapters 616 and 617, for all of its employees working on the project to protect the DISTRICT from any industrial insurance claims.
- b. In the event any class of employees engaged in any work on the project relative to this Agreement is not protected under the Nevada Industrial Insurance Act, then the CONSULTANT shall provide to the DISTRICT adequate insurance coverage in a form and by an insurance carrier satisfactory to the DISTRICT for the protection of such employees.
- c. In the event the CONSULTANT is permissibly self-insured for Workers' Compensation insurance in the state of Nevada, the CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to Self-Insure issued by the state of Nevada.
- d. The CONSULTANT shall procure and obtain Employers Liability Insurance with limits as set forth in paragraph L.8.

4. Commercial General Liability Insurance

The CONSULTANT shall procure and maintain Commercial General Liability insurance coverage. The coverage under this policy shall include, but not be limited to, commercial general liability, completed operations and product liability, protective liability, blanket contractual liability, and broad-form property damage. The Commercial General Liability Insurance policy shall be written for limits as outlined under paragraph L.8. The amount of coverage shall apply to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons that may arise out of or in connection with the activities under this Agreement.

5. Automobile Liability Insurance

The CONSULTANT shall procure and maintain, at its own expense, automobile liability insurance limits as outlined in paragraph L.8, written on a combined-single-limit basis for bodily injury and property damage including all owned, leased, hired, or non-owned motorized vehicles and apparatus and shall indicate these coverages on the certificate.

6. Professional Liability Insurance

The CONSULTANT shall procure and maintain Professional Liability Insurance as outlined in paragraph L.8. If this coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the certificate shall so state.

7. It is the CONSULTANT’s sole responsibility to ascertain that the aforementioned insurance requirements are fulfilled. In the event they are not, the CONSULTANT shall not be relieved of their duty to perform, indemnify, defend, and hold harmless the DISTRICT and all others concerned herein, nor shall the DISTRICT and all concerned herein be liable to the CONSULTANT or any others in the event the CONSULTANT’s insurance, as accepted by the DISTRICT, fails to meet the full requirements herein.

8. Insurance Limits

<u>Value of Contract</u>	<u>Coverage</u>	<u>Limits of Liability</u>
\$25,000 to \$99,999	Professional Liability	\$300,000/per claim
	General Liability	\$500,000/per occurrence \$1,000,000/aggregate
	Automobile Liability	\$500,000/per occurrence
	Workers’ Compensation	Statutory
\$100,000 to \$999,999	Professional Liability	\$500,000/per claim
	General Liability	\$1,000,000/per occurrence \$2,000,000/aggregate

	Automobile Liability	\$1,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers Liability	\$100,000
\$1,000,000 to \$4,999,999	Professional Liability	\$1,000,000/per claim
	General Liability	\$1,000,000/per occurrence \$2,000,000/aggregate
	Automobile Liability	\$1,000,000/per occurrence
	Workers Compensation	Statutory
	Employers Liability	\$500,000
\$5,000,000 to \$9,999,999	Professional Liability	\$3,000,000/per claim
	General Liability	\$1,000,000/per occurrence \$2,000,000/aggregate
	Automobile Liability	\$1,000,000/per occurrence
	Workers Compensation	Statutory
	Employers Liability	\$1,000,000
\$10,000,000 to \$19,999,999	Professional Liability	\$5,000,000/per claim
	General Liability	\$2,000,000/per occurrence \$4,000,000/aggregate
	Automobile Liability	\$2,000,000/per occurrence
	Workers Compensation	Statutory
	Employers Liability	\$1,000,000

- M. 1) In the event of errors or omissions that are due to the negligence of the ENGINEER which result in expense to DISTRICT greater than would have resulted if there were not errors or omissions in the work accomplished by ENGINEER, the ENGINEER shall bear all costs and expenses thereof including, without limitation, additional professional, design, construction and restoration costs and expenses.
- 2) To the fullest extent permitted by law, the ENGINEER shall at all times indemnify and keep indemnified and hold harmless the DISTRICT and its affiliated governmental agencies, their respective members, directors, officials and employees (hereinafter collectively referred to as "Indemnitees") from and against any and all liability for damages, claims, judgments, losses, fines, penalties, charges and expenses, including but not limited to all professional and attorneys' fees and costs, and all court or arbitration or other dispute resolution costs which Indemnitees shall or may at any time sustain or incur by reason of or in consequence of the intentionally wrongful or negligent acts or omissions in the performance of services under the AGREEMENT by the ENGINEER, anyone directly or indirectly employed by the ENGINEER, or anyone for whose acts the ENGINEER may be liable. ENGINEER shall pay over, reimburse and make good Indemnitees, all monies which Indemnitees shall pay or cause to be paid, or

are liable to pay, by reason of the foregoing circumstance. The ENGINEER does further agree to defend Indemnitees against any suit, claim, demand, action of whatever kind or nature brought or instituted against Indemnitees by any person or entity and concerning any damages or injuries sustained or incurred as a result of intentionally wrongful or negligent performance of ENGINEER's professional services under this AGREEMENT. In providing defense hereunder, the ENGINEER shall retain attorney(s) who meet the reasonable approval of the Indemnitees.