

n/a

Doc Number: **0819736**

03/11/2013 01:32 PM

OFFICIAL RECORDS

Requested By
DC/COMMUNITY DEV

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 12 Fee: \$ 0.00
Bk: 0313 Pg: 2446



Deputy sg

Assessor's Parcel Number: N/A

Date: MARCH 11, 2013

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2013.037

(Title of Document)

NO. 2013.037

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2013 MAR 11 AM 11:00

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

MANHARD CONSULTING, LTD
9850 DOUBLE R BOULEVARD, SUITE 101
RENO, NV 89521

TED THUAN
CLERK
[Signature]

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of Commissioners.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. A. Unless the Contractor complies with ¶ B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Manhard Consulting, Ltd. has entered into a contract with Douglas County to perform work from March 7, 2013 to March 7, 2014 and requests that the authorized insurer provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six month period this contract is in effect, contractor agrees, prior to the expiration of the six month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. The parties agree that the personal services to be performed are identified in the approved scope and services for fees, Exhibit A, dated February 25, 2013 – Proposal for FEMA Flood Insurance Study (FIS) Re-Study LOMR/PMR of Sunrise Pass Wash, Buckbrush Wash, and Johnson Lane Wash Watersheds.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in Paragraph 4 at a total cost not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Contractor agrees that it will not charge Douglas County more than One Hundred Thousand Dollars (\$100,000) for any services it provides to Douglas County as set forth in Paragraph 4 for calendar year 2013. Any invoices or requests for payment for services rendered after December 31, 2013, will not be accepted or paid by Douglas County unless and until the Letter of Map Revision (LOMR) or Physical Map Revision (PMR) is approved by the Federal Emergency Management Agency (FEMA). Contractor agrees to provide a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget with any request for payment.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph (1), provided that a revocation will not be effective until 30 days after a party has served written notice upon the other party. Contractor will be paid for amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the contract. No amount will be allowed or paid for anticipated profit or costs on unperformed services or other unperformed work.

7. NONAPPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS § 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

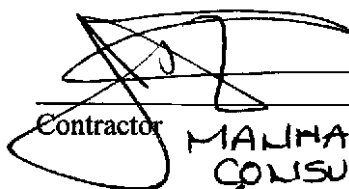
12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County, unless the County has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 16), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. ch. 239 and shall be available for inspection and copying by any person, as defined in Nev.Rev.Stat. § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.


15. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

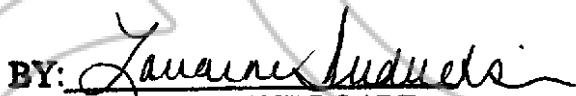

Contractor _____ 3/7/2013
MALHAED (Date)
CONSULTING, LTD.


Douglas County _____ 3.7.13
(Date)

ATTEST:



Ted Thran, Clerk

BY: 
CLERK TO THE BOARD



Civil Engineers
Surveyors
Water Resources Engineers
Water & Wastewater Engineers
Construction Managers
Environmental Scientists
Landscape Architects
Planners

February 25, 2013

EXHIBIT A

Mimi Moss, A.I.C.P.
Community Development Director/Floodplain Administrator
Douglas County
P.O. Box 218
Minden, NV 89423

**RE: Proposal for FEMA Flood Insurance Study (FIS) Re-Study LOMR/PMR
Sunrise Pass Wash, Buckbrush Wash, and Johnson Lane Wash Watersheds
Douglas County, NV**

Dear Ms. Moss:

Pursuant to our recent meetings and conversations, Manhard Consulting, Ltd. (Manhard) is pleased to present the following proposal for floodplain analysis and mapping services for the Sunrise Pass Wash, Buckbrush Wash, and Johnson Lane Wash watersheds, as shown in the attached Figure 1. This project will prepare an application to FEMA to revise the flood zones in these watersheds depicted in the effective FEMA FIS and Flood Insurance Rate Maps (FIRM). The application to FEMA will be prepared as a Letter of Map Revision (LOMR), however, it may be processed by FEMA as a Physical Map Revision (PMR) due to the size of the study area, as was the case for Pine Nut Watershed. It is anticipated that this study will substantially revise the current floodplains depicted on the effective FIRMs for these watersheds.

The methodology proposed in the following Scope of Work was been utilized on the recent Pine Nut and Buckeye Creek Watershed Flood Studies performed by Manhard. As you know, for the Pine Nut Watershed study, we used state-of-the-science hydrologic/hydraulic modeling and analysis methodologies, and our study was approved by FEMA in less than 3 months with no technical comments. As such, we firmly believe the methodology proposed herein represents the best available technology for accurately and efficiently estimating peak flow and volumes from flooding events in the Pine Nut Mountains on the eastern side of Carson Valley.

SCOPE OF SERVICES

TASK 1 – Data Collection and Topographic Survey

For the hydrologic analysis defined herein, Manhard will utilize County-supplied GIS data and USGS Quadrangle mapping as the primary source of topographic information for the watersheds. In addition, it is assumed the County will provide available 2004 LiDAR survey information for the FLO-2D Model hydraulic study areas defined on Figure 1 (attached). To supplement this information, Manhard will obtain and review as-built drawings and record hydrologic/hydraulic studies for the watersheds and amenities analyzed in this scope of work. This proposal assumes that the County will provide all available development record documents for review.

Manhard will compile available land use, soils, topography, and base mapping data (roads, streams, aerial photography, etc.). The land use coverage will be updated using the latest available aerial photography to accurately represent existing land use conditions. The soil coverage will be extracted from the USDA SSURGO data.

Manhard will perform field survey to supplement available topographic mapping using a combination of Global Positioning System (GPS) and traditional surveying methods. All survey will be tied to Douglas County's survey control network and delivered in NAD 83, Nevada State Plane coordinate system. The vertical datum will be NAVD88. The survey will include up to 20 cross-sections on stream channels and drainage/irrigation ditches in each of the Sunrise Pass Wash, Buckbrush Wash, and Johnson Lane Wash watersheds.

If site and/or watershed conditions indicate, additional topographic surveying and data compilation will be provided as an addendum to this proposal upon the County's written authorization.

Deliverables: All GIS and survey data collected for this project will be delivered in text (ASCII) file and/or GIS (ESRI Shapefile) format.

TASK 1 FEE: \$16,000.00

TASK 2 – Erosion/Sedimentation Field Assessment

Manhard will provide a field assessment of the potential for sediment from upland erosion sources to accumulate in the stormwater infrastructure existing in the lower watershed regions. This will be a qualitative assessment limited to the FLO-2D modeling limits (Figure 1) and easily accessible areas upstream thereof as warranted. The purpose of the assessment is to characterize the existing sediment conditions of the stormwater infrastructure (culverts and appurtenances) within these modeling areas and estimate the likelihood of increased sedimentation of these facilities during extreme runoff events (i.e., a 100-year storm). The assessment will be limited to field investigations, soils data evaluations (SSURGO database classifications), and interviews of public and private infrastructure maintenance personnel. The goal of this task is to qualitatively estimate whether or not existing sedimentation and/or probable sedimentation from future storm events will significantly impede the stormwater conveyance capacities of the infrastructure. The Hydraulic Analysis (Task 4) will incorporate the results of this assessment by way of including or excluding the flow conveyance capacities of the subject infrastructure. Another benefit of this analysis would be to identify future maintenance needs of critical infrastructure to maintain adequate hydraulic capacities. Similarly, the Flood Study Report (Task 6) will include a section describing and summarizing this assessment and its impacts to the proposed floodplain modeling/mapping.

Deliverables: Report section documenting the procedures used and the results of the Erosion/Sedimentation Field Assessment.

TASK 2 FEE: \$9,000.00

TASK 3 – Hydrologic Analysis

A hydrologic analysis of the Sunrise Pass Wash, Buckbrush Wash, and Johnson Lane Wash watersheds will be performed using the USACE HEC-HMS computer model. The hydrologic models will be constructed using the same methodology used for the Pine Nut and Buckeye Creek watersheds prepared by Manhard. This methodology uses Green & Ampt soil infiltration, Snyder Unit hydrograph, Muskingum-Cunge reach routings.

A digital elevation model (DEM) will be prepared in GIS using the USGS 30 meter DEM, the LiDAR elevation data prepared by the Carson Waster Subconservancy District (CWSD) (2005), and the

studied watersheds to the existing floodplain of the Carson River. The effective floodplain mapping for the Carson River will not be revised as part of this study. All floodplain mapping for this study will meet or exceed the FEMA's *Guidelines and Specifications for Flood Hazard Mapping Partners*.

Deliverables: Digital floodplain mapping of the 2- and 1-percent ACE floods in ESRI geodatabase format.

TASK 5 FEE: \$28,000.00

Task 6 – Flood Study Report

Manhard will prepare and submit a Hydrology/Hydraulics (H/H) Report summarizing the analyses and remapping defined in Tasks 2 through 5. The H/H Report will be prepared as a stand-alone document and will provide the basis for the FEMA submittal (e.g., LOMR/PMR application). Manhard will submit a draft copy of the report for review by County staff. A final report will be prepared that addresses all comments from County staff.

Deliverables: One Digital (PDF) and 3 hard copies of the Draft Flood Study Report; One Digital (PDF) and 3 hard copies of the Final Flood Study Report.

TASK 6 FEE: \$28,000.00

Task 7 – FEMA Submittal and Processing

Manhard will prepare and deliver an MT-2 application to the County for submittal to FEMA for a LOMR/PMR for re-mapping the flood hazard zones for Sunrise Pass Wash, Buckbrush Wash, and Johnson Lane Wash watersheds. The application will include the following:

- Obtaining from FEMA all available file data and previous studies for the effective Flood Insurance Study (FIS) corresponding to the areas of restudy of the Sunrise Pass Wash, Buckbrush Wash, and Johnson Lane Wash watersheds;
- Preparation of revised Existing Conditions models (computer files);
- Creation of digital maps of the revised Existing Conditions flood hazard inundation zones with applicable data and formatting for acceptance into the FEMA DFIRM mapping; and
- Preparation and submittal of applicable MT-2 forms.

Deliverables: One Digital (PDF) and 3 hard copies of the MT-2Forms; Copies of all correspondence with FEMA and its contractors.

TASK 7 FEE: \$11,000.00

Task 8 – Project Management, Meetings, and Presentations

Project management will include preparing progress reports, invoices, and regular correspondence (email, phone calls) with Douglas County to coordinate all project related issues and inform the County of the ongoing status of the project. This task includes four (4) progress/coordination meetings with the County. Manhard will also prepare and conduct up one presentation/workshop of the analyses and findings included in the report for County departmental management/staff and/or the public - as directed by the County.

Deliverables: Digital (PDF) and hard copies of Progress Reports, Meeting Agendas, and Power Point Presentation.

TASK 8 FEE: \$16,000.00

FEE ESTIMATE

The following fee estimates are based on the scope of services presented herein. The time and materials total fee estimate for Tasks 1 through 8 is **\$250,000.00**, in accordance with Exhibit B - Schedule of Time and Materials Rates for 2013. Manhard will not exceed this total fee estimate without written authorization from Douglas County. The fee breakdown is as follows:

<i>Task 1 – Data Collection and Topographic Survey</i>	\$16,000.00
<i>Task 2 – Erosion/Sedimentation Field Assessment</i>	\$9,000.00
<i>Task 3 – Hydrologic Analysis</i>	\$46,000.00
<i>Task 4 – Hydraulic Analysis</i>	\$96,000.00
<i>Task 5 – Floodplain Mapping</i>	\$28,000.00
<i>Task 6 – Flood Study Report</i>	\$28,000.00
<i>Task 7 – FEMA Submittal and Processing</i>	\$11,000.00
<i>Task 8 – Project Management, Meetings, and Presentations</i>	\$16,000.00
TOTAL FEE =	\$250,000.00

TERMS AND CONDITIONS

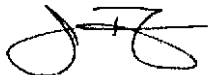
This Proposal serves as Exhibit A of Douglas County’s Contract for Services of Independent Contractor, for the scope of services presented herein, with standard contract Terms & Conditions hereby acknowledged and accepted by Manhard.

Furthermore, Manhard agrees not to invoice Douglas County for more than \$100,000.00 in the calendar year 2013, for any and all services performed under this agreement. Manhard will not invoice above and beyond this \$100,000.00 ceiling for 2013 until such time both of the following conditions are satisfied: (1) the Federal Emergency Management Agency (FEMA) has approved the FIS Re-Study supporting either a Letter of Map Revision (LOMR) or Physical Map Revision (PMR) prepared under this contract, and (2) the calendar year 2014 has begun. It is anticipated Manhard’s final billing (the remaining \$150,000.00) will occur between January and June, 2014, but, as stated above, only if and when FEMA has approved the FIS Re-Study LOMR/PMR. Manhard agrees to provide a schedule of actual expenditures for the billing period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget with any request for payment.

Thank you for the opportunity to submit this proposal. Upon your approval, we will format this scope of work to complement any necessary staff report and/or Douglas County agreement. Should you have any questions, please do not hesitate to contact me at (775) 332-4861, or Todd Cochran at (404) 569-1695.

Sincerely,

MANHARD CONSULTING, LTD.



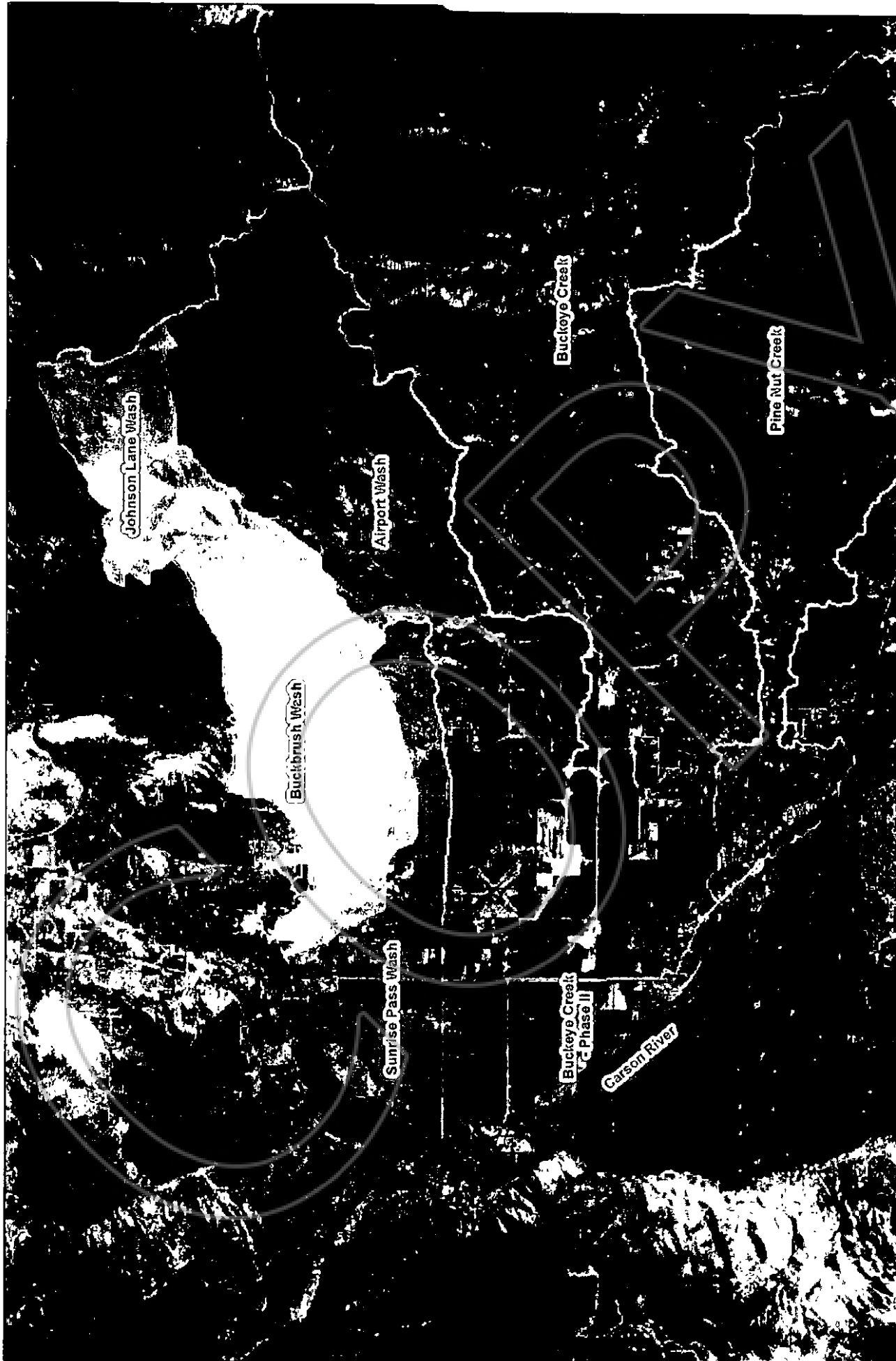
Jeff House, CFM
National Director of Water Resources
Vice-President

EXHIBIT B

**SCHEDULE OF TIME
AND MATERIAL RATES FOR 2013**

CATEGORY	HOURLY RATES
President/Executive Vice-	\$175.00
President	\$165.00 - \$190.00
Vice President	\$145.00
Area Manager	\$130.00 - \$170.00
Director	\$120.00 - \$160.00
Senior Project Manager	\$100.00 - \$135.00
Project Manager	\$92.00 - \$100.00
Project Engineer	\$78.00 - \$85.00
Staff Engineer	\$105.00 - \$140.00
Senior Planner	\$75.00 - \$92.00
Land Planner	\$75.00 - \$85.00
Landscape Designer/Architect	\$100.00
Environmental Scientist	\$55.00 - \$72.00
Operations Manager	\$100.00
Operator	\$75.00 - \$85.00
Project Surveyor	\$75.00 - \$115.00
Staff Surveyor	\$100.00
Construction Manager/Coordinator	\$58.00
Field Crew Chief	\$60.00 - \$75.00
Instrument Person	\$70.00 - \$80.00
Survey/Construction Technician	\$30.00
Remediation Field Technician	\$20.00
GPS Base Station w/Two Receivers	\$75.00 - \$90.00
Geodimeter	\$42.00
Engineering CADD Technician	\$160.00
CADD Work Station	\$216.00
2-Person Crew	\$48.00 - \$62.00
3-Person Crew	150% of Std. Rate
Administrative Assistant	SF RATES
Expert Testimony & Depositions	\$0.15
	\$1.75
	\$2.50

Printing – Paper
 Printing – Vellum
 Printing – Mylar, Film, Clear
 Acetate



Manhard
 CONSULTING
 AUGUST 2012

Legend

- CARSON RIVER
- Watersheds
 - Buckeye Creek - Phase II
 - Johnson Lane Wash
 - Pine Nut Creek
 - Sunrise Pass Wash
- Airport Wash
- Buckeyebush Wash
- Buckeye Creek

North arrow pointing up with 'N' above it.

Scale bar: 0, 1, 2 Miles

FIGURE 1
WATERSHED LOCATIONS
HYDROLOGY AND FLOODPLAIN REMAPPING

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Mar 11 2013
THIRAG Clerk of the 9th Judicial District Court
of the State of Nevada, and for the County of Douglas.
By Carol K. Hullock Deputy