

Doc Number: **0831029**

09/20/2013 02:49 PM

OFFICIAL RECORDS

Requested By

DC/COMMUNITY DEVELOPMENT

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 19 Fee: \$ 0.00

Bk: 0913 Pg: 4890



Deputy sg

Assessor's Parcel Number: N/A

Date: SEPTEMBER 20, 2013

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

**FIRST AMENDMENT AND  
ASSIGNMENT OF CONTRACT #2013.217**

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

FILED

NO. 2013-017

2013 SEP 20 AM 10: 21

**FIRST AMENDMENT AND ASSIGNMENT  
OF A CONTRACT BETWEEN DOUGLAS COUNTY  
AND MANHARD CONSULTING, LTD.**

(Buckeye Creek Watershed Restudy and LOMR Application)

TED THUAN  
CLERK

This First Amendment and Assignment ("the Assignment") is made and effective as of the 1<sup>st</sup> day of September 2013 by and between Douglas County, Nevada ("the Client"); Manhard Consulting, Ltd. ("Manhard"); and Kimley-Horn and Associates, Inc. ("Kimley-Horn").

WHEREAS, the Client and Manhard have entered into a contract to serve as the hydrologists and engineers for the Buckeye Creek Letter of Map Revision as set forth in Exhibit "A" to the Agreement executed on September 2, 2010, recorded as document number 0778510 in the Douglas County Recorder's Office whereby Manhard was to perform certain professional services ("the Agreement"); and

WHEREAS, the Client, Manhard, and Kimley-Horn all desire that the Agreement be amended and assigned to Kimley-Horn, 5370 Kietzke Lane, Suite 201, Reno, NV 89511 (775.787.7552), Nevada Business ID 19911015458;

NOW, THEREFORE, for good and valuable consideration flowing among the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree to modify the Agreement as allowed by paragraph 14 of the Agreement as follows:

1. Manhard hereby assigns to Kimley-Horn all of its remaining rights, obligations and duties under the Agreement, subject to the limitations stated herein.
2. Kimley-Horn hereby accepts the foregoing assignment and assumes the Agreement and will perform all remaining duties, obligations and services specifically provided for in the Agreement in accordance with the terms and provisions of the Agreement not yet performed by Manhard.
3. The Client consents to this Assignment. The Client has paid or agrees to pay Manhard for all services performed prior to the effective date of this Assignment. The Client agrees to pay Kimley-Horn for all services performed on or after the effective date of this Assignment pursuant to the terms and conditions of the Agreement.
4. In consideration for Kimley-Horn accepting the assignment of Manhard's obligations under the Agreement, the Client, Manhard and Kimley-Horn agree that the first sentence of Section 13 of the Agreement is replaced and amended as follows:

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 to the extent arising from the

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P.O. 4891  
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willful misconduct or negligent performance of this contract by Contractor or Contractor's agents or employees."

- 5. Manhard shall not be liable for any acts of Kimley-Horn or any deficiencies in services provided by Kimley-Horn after the effective date of this Agreement, and Kimley-Horn shall not be liable for any acts of Manhard or any deficiencies in services provided by Manhard prior to the effective date of this Assignment.
- 6. Manhard agrees to provide originals or copies of its project files, in its possession, as reasonably necessary for Kimley-Horn to perform the services described in the Agreement and to otherwise cooperate with Kimley-Horn in a commercially reasonable and businesslike manner so as to satisfy the intent of this assignment.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their authorized officers or officials as of the effective date above.

MANHARD CONSULTING, LTD.

By: *Stephen Winnike* September 9, 2013  
 Stephen Winnike  
 Vice President  
 Chief Operating Officer

KIMLEY-HORN AND ASSOCIATES, INC.

By: *Richard Cook Sr.* *Sept 10, 2013*  
 (Date)  
*Richard Cook Sr. Vice President*  
 (Print Name and Title)

DOUGLAS COUNTY

*Greg Lynn* *9/19/13*  
 Greg Lynn, Chair (Date)  
 Douglas County Board of County Commissioners

ATTEST:  
*Ted Thran*  
 Ted Thran, Clerk

BY: *Luzanne Seduck*  
 CLERK TO THE BOARD

DOC # 0778510  
02/14/2011 01:23 PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
DC/COMMUNITY DEV

Assessor's Parcel Number: N/A

Date: FEBRUARY 14, 2011

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 11 Fee: 0.00  
BK-0211 PG- 2571 RPPT: 0.00



Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2011.024  
(Title of Document)

APPROVED SEPTEMBER 2, 2010 ITEM #2p  
BOCC

0778510 Page: 2 Of 11 02/14/2011

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PG- 2572

FILED

2011.024

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

FEB 14 AM 10:53

A Contract between Douglas County

and

Manhard Consulting LTD.  
9850 Double R Boulevard, Suite 101  
Reno, NV 89521

DEED THIRAN  
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 the services of Manhard Consulting Ltd. hereinafter "MCL" or "Contractor" specified in this agreement are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services described in this agreement.

NOW THEREFORE in consideration of the mutual agreements made in this agreement, also referred to as contract, the parties agree as follows:

**1. EFFECTIVE DATE OF CONTRACT.** This contract will not become effective until and unless approved by the authorized representatives of the Parties.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor will have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.173, as necessarily adapted, to the parties, including that Contractor is not a Douglas County employee and that

There will be no:

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

**3. INDUSTRIAL INSURANCE.** Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of Douglas County to make any payment under this contract, to provide Douglas County with a work certificate 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 a qualified insurer:

Manhard Consulting Ltd. has entered into a contract with Douglas County to perform

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9/20/2013

work from 3<sup>rd</sup> September, 2010 to 2nd September, 2012 and requests that the 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 Manager  
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 Douglas 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 a qualified 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 Douglas County may order the contractor to stop work, suspend the contract, or terminate the contract.

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 Contractor, MCL will be the hydrologists and engineers for the Buckeye Creek Letter of Map Revision project as set forth in the "Engineers Scope of Services" attached as Exhibit "A".

**5. PAYMENT FOR SERVICES.** Contractor MCL agrees to provide the services set forth in paragraph (4) and the exhibits hereto at a cost of \$169,500 and the Schedule of Fees attached as Exhibit "B".

**6. TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party provided that a revocation will not be effective until 30 days after a party has served written notice upon the other party.

**7. CONSTRUCTION OF CONTRACT.** This contract will be construed and interpreted according to the laws of the State of Nevada.

**8. COMPLIANCE WITH APPLICABLE LAWS.** Contractor must 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.

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**9. ASSIGNMENT.** Contractor may not assign, transfer or delegate any rights, obligations or duties under this contract without the prior written consent of Douglas County.

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

**11. 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 will be the exclusive property of Douglas County and all materials must be remitted and delivered, at Contractor's expense, by Contractor to Douglas County upon completion, termination or cancellation of this contract. Alternatively, if Douglas 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, Douglas County, in writing, requests any or all of the materials, then Contractor must promptly remit and deliver the materials, at Contractor's expense, to Douglas County. Contractor will not use, willingly allow or cause to have the materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of Douglas County.

**12. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with Douglas County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS 239 and must be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of 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 Douglas 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.

**13. INDEMNIFICATION.** Contractor agrees to indemnify and save and hold Douglas County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of professional services under this contract by Contractor or Contractor's agents or employees. Douglas County agrees to indemnify and save and hold harmless from any and all causes of action or liability to the extent caused by the negligent act or acts in connection with this contract of Douglas County or anyone for whom Douglas County is legally liable.

**14. 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 Douglas County Board of County Commissioners.

**15. SUSPENSION AND DEBARMENT REQUIREMENTS FOR FEDERAL CONTRACTS.**

For federally-funded public works, the bidder certifies, by submission of this bid or acceptance of this contract, that neither he nor any principal of his business entity is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor further agrees by submitting this bid that he will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder, contractor or any lower tier participant is unable to certify to this statement it must attach an explanation to the solicitation or proposal.

The Parties have executed this agreement and intend to be legally bound by it.

**DOUGLAS COUNTY**  
Michael A. Olson 9/2/10  
Chair Michael A. Olson (Date)  
Douglas County Board of Commissioners

**CONTRACTOR**  
DLE PT  
Manhard Consulting Ltd. (Date)

**ATTEST**  
Ted Thran  
Ted Thran, Clerk

BY: Loraine Judice  
CLERK TO THE BOARD

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EXHIBIT A



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

August 16, 2010

Mr. Mahmood Azad, PE  
County Engineer  
Douglas County Community Development  
1594 Esmeralda  
Minden, Nevada 89423

Re: Proposal for Buckeye Creek Watershed Restudy and LOMR Application

Dear Mr. Azad:

Thank you for the opportunity to propose the following scope of work for the Buckeye Creek watershed in Douglas County (County). Per your direction, Manhard Consulting, Ltd. (Manhard) is prepared to restudy this watershed for the purposes of preparing and submitting a FEMA Letter of Map Revision (LOMR). It is anticipated that this LOMR will substantially revise portions of the recently adopted Flood Insurance Study (FIS) and corresponding Flood Insurance Rate Maps (FIRMs) for this watershed. For clarification, an exhibit (Exhibit A) accompanies this proposal that illustrates areas within this watershed relevant to the different hydrologic and hydraulic modeling efforts proposed in this scope of work. As we discussed, Exhibit A illustrates a future phase (Phase II) for this analysis that is not included herein.

Manhard will utilize methods that are acceptable to FEMA by using standard level of care for work done for FEMA. Only applicable portions of Tasks 1 and 2 of this scope of services will be initiated immediately. The technical setting up of models and processing of data will not be started until comments are received from FEMA on the Pine Nut Creek LOMR application. Comments from FEMA for Pine Nut Creek will be used to develop models, methods and processes acceptable to FEMA.

**SCOPE OF SERVICES**

*Task 1 – Data Collection, Facility Research, and Topographic Surveying*

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 watershed. In addition, it is assumed the County will provide available 2004 LiDAR survey information for the FLO-2D Model hydraulic study areas defined on Exhibit A (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. In addition, field conditions, as they relate to stormwater runoff estimations and floodplain modeling, will be investigated and supplemental topographic surveying will be provided as dictated by the critical nature of the facilities or watershed areas under consideration. This proposal assumes that the County will provide all available record documents for review.

Hydrologic and hydraulic field research and supplemental topographic surveying is assumed to require no more than 40-hours in the field by a two-man survey crew and 16-hours of

Manhard Consulting, Ltd.  
9850 Double R Boulevard, Suite 101 • Reno, Nevada 89521  
tel: (775) 746-3500 • fax: (775) 746-3520 • www.manhard.com  
ARIZONA • COLORADO • GEORGIA • ILLINOIS • INDIANA • NEVADA

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subsequent CAD/GIS time compiling the field data. 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.

#### ***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 and HEC-RAS modeling limits (Exhibit A) 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 Buckeye Creek 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. Similarly, the Hydrologic and Hydraulic Report (Task 6) will include a section describing and summarizing this assessment and its impacts to the proposed floodplain modeling/mapping.

#### ***Task 3 – Buckeye Creek Hydrologic Analysis***

Manhard will prepare a single HEC-HMS hydrologic model for the watershed including all areas shown on Exhibit A (attached). Manhard will rely on the previously described GIS data (orthophotometric and topographic) and land use data provided by the County for the subject watershed with supplemental field surveying provided by Manhard (Task 1) to evaluate critical stormwater collection and conveyance facilities. Manhard intends to develop this model using the Green & Ampt watershed abstraction method in combination with the Clark Unit Hydrograph rainfall transformation method. Both of these methods are approved for use by FEMA in floodplain studies. To enhance the local relevance and applicability of the Clark Unit Hydrograph, Manhard will utilize runoff data from the existing USGS streamflow gage within the watershed (USGS # 10309070). In addition, NOAA Atlas 14 rainfall record data will be utilized for the precipitation component of the hydrologic modeling for 10, 50, 100, and 500-year return periods of interest. The goal of this task is to establish new peak flows at key locations within the watershed (including at the downstream ends of culverts under US 395). This scope of work anticipates the attendance of up to two meetings with the County during the development of this analysis and/or the presentation of modeling results.

#### ***Task 4 – Buckeye Creek Hydraulic Analysis***

To model the varying terrain and runoff characteristics of the watershed, Manhard will construct two hydraulic models as depicted on Exhibit A. A US Army Corps HEC-RAS model will be developed to analyze the upland canyons and defined washes in the watershed - upstream of E. Valley Road. This model will use hydrologic data from the HEC-HMS model (Task 3) and may include stormwater infrastructure conveyance limitations as estimated from the Erosion/Sedimentation Field Assessment (Task 2). The model will extend downstream past E. Valley Road as needed (approximately 300-feet) in order to evaluate the behavior of flood flows crossing over/under this roadway. In addition to the HEC-RAS model, a two dimensional FLO-2D model will be built to examine flood flows downstream of E. Valley Road - where shallow sheet flows and alluvial formations dominate. As Exhibit A illustrates, this model will extend from E. Valley Road downstream to Us 395, with extensions provided upstream and downstream as needed to adequately define the hydraulic performance of existing roadway under and over crossings. Like the HEC-RAS model, the FLO-2D model will

use hydrologic data from the HEC-HMS model and may include stormwater infrastructure conveyance limitations as estimated from the Erosion/Sedimentation Field Assessment. In areas where the HEC-RAS and FLO-2D models overlap, information from both models will be compared and used to develop comprehensive flow modeling results. In addition, lateral inflow (stormwater runoff hydrographs) from Manhard's recently completed FLO-2D model for the Pine Nut Creek Watershed and the Cottonwood/Martin Sloughs (prepared for the Town of Gardnerville) will be incorporated into the FLO-2D model at the north edge of the Chichester Estates development to create a large-scale model with a seamless connection for the area and the Martin Slough. The combined results from all models will be presented in an exhibit depicting the resulting 100-year floodplain inundation limits (with flow depths and peak flow rates at key locations) for the studied portions of the watershed. This scope of work anticipates the attendance of up to two meetings with the County during the development of this analysis and/or the presentation of modeling results.

#### **Task 5 – Buckeye Creek Floodplain Remapping**

In accordance with the results from Tasks 3 and 4, Manhard will prepare revised FEMA FIRM maps identifying new FEMA Special Flood Hazard Zones for the subject watershed. The remapping will extend from the upper limits of the HEC-RAS model downstream (westerly) to and under US 395. Similar floodplain mapping efforts undertaken for the Pine Nut Creek analysis (Town of Gardnerville, above) at the Chichester Estates model interface will be integrated into this task for an appropriate transition of FEMA floodplain mapping for the Martin Slough area. Manhard will utilize FEMA's "Guidelines and Specifications for Flood Hazard Mapping Partners – Appendix C" for this mapping effort.

#### **Task 6 – Hydrologic and Hydraulic Report and Presentations/Workshops**

Manhard will prepare and submit a Hydrology and Hydraulics (H & H) Report summarizing the analyses and remapping defined in Tasks 2 through 5. Manhard will also prepare and conduct up to two presentations/workshops of the analyses and findings included in the report for County departmental management/staff and/or the public - as directed by the County. The H & H Report will be prepared as a stand-alone document and will provide the basis for the LOMR Application defined in Task 8 (below). The area within the watershed downstream of US 395 will not be studied or remapped with this scope of work (see Exhibit A). However, the Report will identify and explain this area as a future phase of the analysis.

#### **Task 7 – FEMA LOMR Application**

Manhard will prepare and deliver an MT-2 application to the County for submittal to FEMA for a LOMR for re-mapping the flood hazard zones for portions of the Buckeye Creek watershed. It is anticipated that this LOMR, once approved by FEMA, will reduce, relocate, and/or eliminate portions of the effective FEMA flood hazard zones for the watershed areas under consideration. 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 Buckeye Creek watershed;
- Preparation of revised Effective models (computer files) for the floodplain sections under consideration using the results from Tasks 2 through 4;
- Creation of digital maps of the revised Effective flood hazard inundation zones with applicable data and formatting for acceptance into the FEMA DFIRM Mapping program; and
- Preparation and submittal of applicable MT-2 forms.

**Task 8 – LOMR Processing and Coordination**

Manhard will submit, process, and coordinate the LOMR application with FEMA on behalf of the County. Manhard will track the applications through the approval process and address FEMA review comments leading to revised flood hazard zones for the watersheds. Manhard will involve and copy the County on all correspondence with FEMA throughout the LOMR processing and coordination efforts.

**FEE ESTIMATE**

The above services will be provided on a Time and Materials basis in accordance with Exhibit B (attached), our Schedule of Time and Materials Rates for 2010. As outlined below, the total fee estimate for Tasks 1 through 8 is \$169,500.00; Manhard will not exceed this fee estimate without written authorization from Douglas County. FEMA application fees are not included in this fee estimate and are expected to be furnished by the County directly to FEMA.

*Task 1 – Data Collection, Facility Research, and Supplemental Surveying: \$9,500*

*Task 2 – Erosion/Sedimentation Field Assessment: \$5,000*

*Task 3 – Buckeye Creek Hydrologic Analysis: \$32,000*

*Task 4 – Buckeye Creek Hydraulic Analysis: \$41,000*

*Task 5 – Buckeye Creek Floodplain Remapping: \$28,500*

*Task 6 – Hydrologic and Hydraulic Report and Presentations/workshops: \$17,000*

*Task 7 – FEMA LOMR Application: \$21,500*

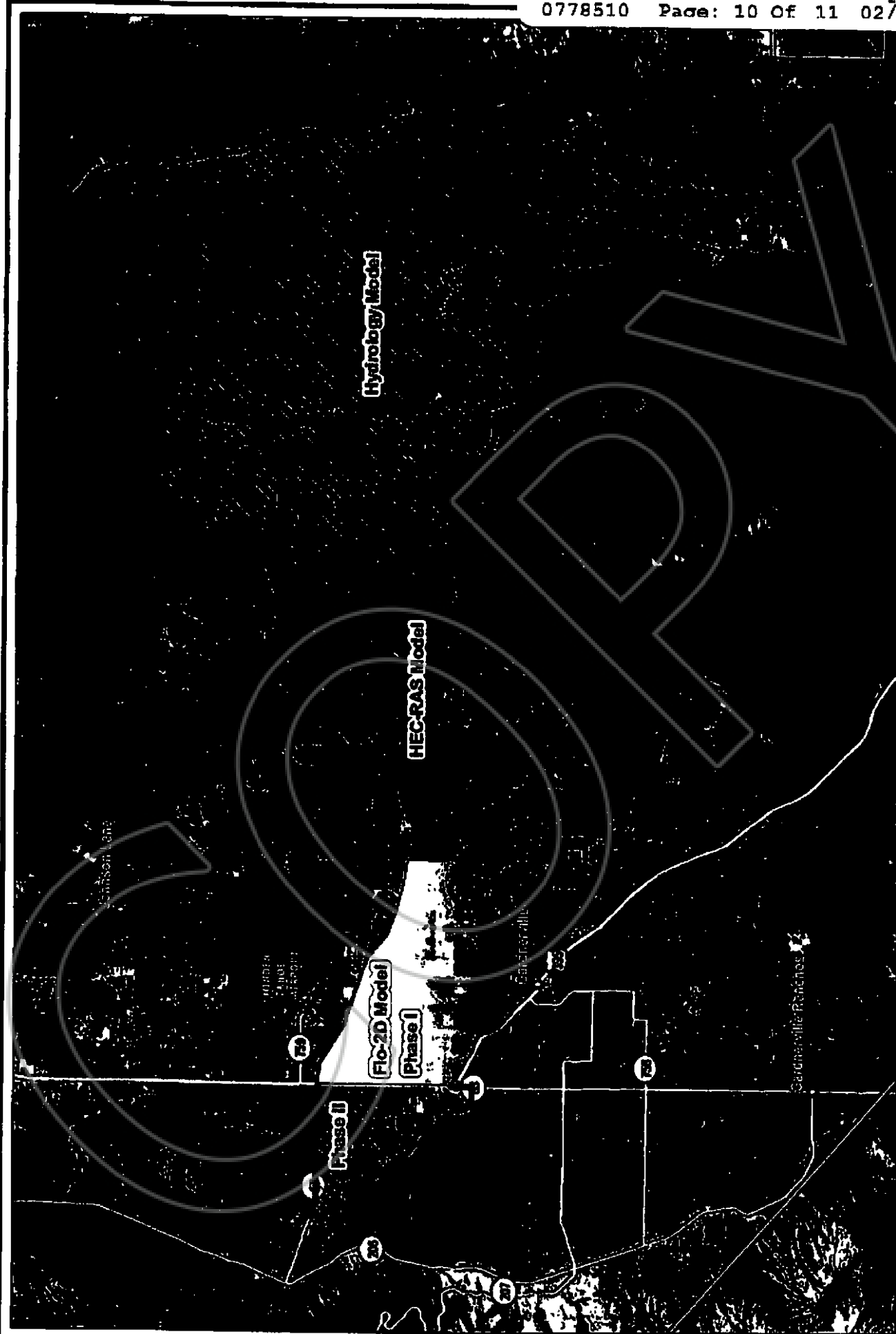
*Task 8 – LOMR Processing and Coordination: \$15,000*

Again, 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 standard agreement. Should you have any questions, please do not hesitate to contact me at 775.690.3669 (cell) or 775.332.4720 (office).

Yours truly,  
MANHARD CONSULTING, LTD.

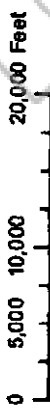


Denny Peters, PE, PH  
Area Manager / Director of Engineering  
Professional Hydrologist



June 2010

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9/20/2013



**EXHIBIT A**  
**BUCKEYE CREEK**  
**HYDROLOGY & FLOODPLAIN REMAPPING**  
Proposed Buckeye Models

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**EXHIBIT B**  
**SCHEDULE OF TIME**  
**AND MATERIAL RATES FOR 2010**

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

SF RATES	
Printing - Paper	\$0.15
Printing - Vellum	\$1.75
Printing - Mylar, Film, Clear Acetate	\$2.50

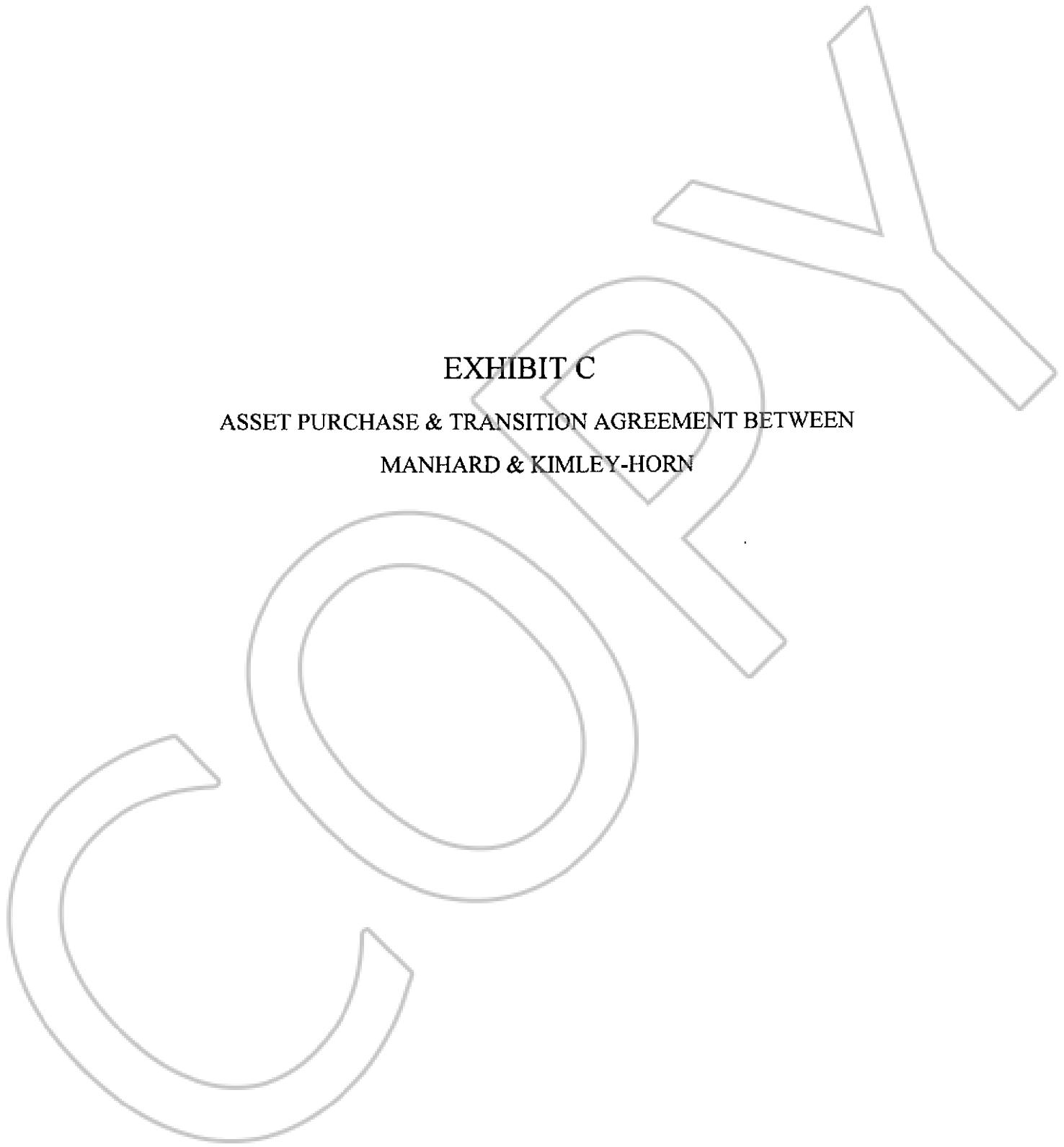
**CERTIFIED COPY**

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: Feb 14 2011  
 Clerk of the 9th Judicial District Court  
 of the State of Nevada, in and for the County of Douglas.  
 By [Signature] Deputy

**EXHIBIT C**

**ASSET PURCHASE & TRANSITION AGREEMENT BETWEEN  
MANHARD & KIMLEY-HORN**



## **ASSET PURCHASE AND TRANSITION AGREEMENT**

THIS ASSET PURCHASE AND TRANSITION AGREEMENT ("Agreement") is made and entered into effective the 27<sup>th</sup> day of August 2013 ("the Effective Date") between Kimley-Horn and Associates, Inc. ("Kimley-Horn") and Manhard Consulting, Ltd. ("Manhard").

### **RECITALS**

WHEREAS, Manhard employees Jeffrey House, Todd Cochran, and Annje Dodd have given notice of their intent to resign from Manhard, and Kimley-Horn desires to employ House, Cochran, and Dodd; and

WHEREAS, the parties desire to conduct an orderly and professional transition of the employment of House, Cochran, and Dodd so as to minimize disruption in the parties' respective business activities and to preserve their professional reputations; and

WHEREAS, Manhard has existing contractual obligations with certain clients as described below, and the parties desire to assign those obligations from Manhard to Kimley-Horn so as to best serve the interests of the effected clients.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase Price.** Kimley-Horn shall pay to Manhard the amount [REDACTED] via wire transfer no later than August 30, 2013.
2. **Sale of Personal Property.** On the Effective Date, and subject to the terms in this Agreement, Manhard shall sell and deliver to Kimley-Horn, and Kimley-Horn will purchase, the property identified in the Bill of Sale executed by Manhard dated August 27, 2013 (the "Transferred Assets"). All of the Transferred Assets shall be delivered to Buyer free and clear of any liens or encumbrances and any claims of third parties.
3. **Sublease Agreement.** Kimley-Horn agrees to sublease, without recourse to Manhard, Manhard's current office space located at 300 Highlands Parkway, Suite 255, Smyrna, Georgia 30082, through December 31, 2013. The rent for the Sublease Agreement through December 31, 2013 is included in the Purchase Price identified in Section 1. The lease provides, among other matters, that Manhard is responsible to pay (a) utilities and (b) internet connection through December 31, 2013. Beginning January 1, 2014, Kimley-Horn has the option of extending the Sublease Agreement, without recourse to Manhard, on a month-to-month basis for \$5,000 per month. Kimley-Horn will give notice of its intent to extend the Sublease Agreement no later than December 1, 2013, and thereafter no later than 30 days before the expiration of each monthly extension.



4. Assigned Contracts. Manhard agrees to assign, and Kimley-Horn agrees to accept, the contracts listed on Exhibit A hereto (the "Assigned Contracts"). The parties agree to work cooperatively in a commercially reasonable manner to obtain Client consent for each assignment no later than August 30, 2013. Manhard will transfer and convey to Kimley-Horn all books, records, files, and documents pertaining to the Assigned Contracts and the related projects.

5. Potential Subcontracts. As to each individual contract listed on Exhibit A, if an assignment acceptable to the Client and Kimley-Horn cannot be obtained, then Manhard will subcontract all remaining services to Kimley-Horn on mutually acceptable terms. The parties acknowledge that Kimley-Horn will not accept assignment or a subcontract that imposes an indemnification obligation not covered by professional liability insurance or that imposes liability in the absence of negligence or other wrongful conduct by the indemnitor.

6. Assumed Liabilities. Kimley-Horn assumes no liabilities or obligations of Manhard other than the contracts listed on Exhibit A.

7. [Redacted]

a. [Redacted]

b. [Redacted]

c. [Redacted]

8. [Redacted]

a. [Redacted]

b. [Redacted]

9. **Pending Contract Awards.** Manhard has been selected for two projects for which contracts have not yet been signed: (1) Johns Creek, Georgia FIS Mapping; and (2) Nevada Department of Transportation Research (NDOTCCNS). The parties agree to approach these two parties to request that contracts be signed directly with Kimley-Horn or, if necessary, that contracts be signed by Manhard, but then assigned to Kimley-Horn, subject to the approval of such assignment by NDOTCCNS and the municipality of Johns Creeks, Georgia.

10. **Prior Employment Agreements.** House, Cochran, and Dodd have at various times in the past each signed one or more employment agreements with Manhard. Manhard waives any claims it might have against House, Cochran, or Dodd arising out of their employment agreements, their resignation from Manhard, or their employment with Kimley-Horn and as a condition of closing, House, Cochran and Dodd shall each release Manhard of and from all liabilities arising out of each person respective employment with Manhard, on terms and conditions acceptable to Manhard. Manhard agrees that House, Cochran, and Dodd may freely compete in the marketplace while at Kimley-Horn and that it will not assert any claims against Kimley-Horn, House, Cochran, or Dodd related to such activities. House, Cochran, and Dodd are intended third party beneficiaries of this Agreement.

11. **Other Employees.** It is understood that Kimley-Horn will discuss potential employment opportunities with other Smyrna-based Manhard employees. Kimley-Horn can offer employment to such individuals in its discretion.

12. **Miscellaneous.**

a. **Further Assurances.** Each of the parties hereto agrees that, subject to its legal obligations, it will do all things reasonably necessary to consummate the transactions contemplated hereby including the execution and delivery to any other party of such further instruments or documents as may be reasonably required.

b. **Entire Agreement.** This Agreement, and the agreements referred to herein, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any prior agreement, arrangement, and understanding between the parties regarding such subject matter. This Agreement may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by all the parties hereto.

c. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each corporate party hereto, its successors and assigns, and each individual party hereto and each of their heirs, personal representatives, successors and assigns.

d. **Headings.** The paragraph and section headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the content of the paragraphs and sections.

e. Exhibits. All Exhibits to this Agreement are incorporated herein by reference, as if fully set forth in each place where referenced.

f. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

IN WITNESS WHEREOF, Kimley-Horn and Manhard have each caused this Agreement to be duly executed in its corporate name by its authorized officers as of the day and year first above written.

Kimley-Horn and Associates, Inc.

Manhard Consulting, Ltd.

By: [Signature]  
[Printed Name and Title]  
(Printed Name and Title)

By: [Signature]  
Stephen L Winnike  
Vice Presiden/Chief Operating Officer

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20th day of Sept, 2013  
By: [Signature] Deputy