

Doc Number: **0831031**

09/20/2013 02:52 PM

OFFICIAL RECORDS

Requested By:
DC/COMMUNITY DEVELOPMENT

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 19 Fee: \$ 0.00

Bk: 0913 Pg: 4925



Deputy. 59

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 #2013.220**

(Title of Document)

FILED

NO 2013.220

2013 SEP 20 AM 10: 22

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

(Design & Engineering Services for the US 395 Culvert Expansion over Martin Slough)

TED THUAN
CLERK
[Signature]
DEPUTY

This First Amendment and Assignment ("the Assignment") is made and effective as of the 1st 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 for Design and Engineering Services for the U.S. 395 Culvert Expansion over the Martin Slough as set forth in Exhibit "A" to the Agreement executed on dated June 6, 2013, recorded as document number 0825071 in the Douglas County Recorder's Office whereby Manhard was to perform certain professional services ("the Agreement"); and

BK 0913
PG : 4926
9/20/2013

WHEREAS, the Client, Manhard, and Kimley-Horn all desire that the Agreement be 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 15 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 Section 14 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 willful misconduct or negligent performance of this contract by Contractor or Contractor's agents or employees."

0831031 Page: 2 of 19

- 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: *[Signature]* September 9, 2013
 Stephen Winnike
 Vice President
 Chief Operating Officer

KIMLEY-HORN AND ASSOCIATES, INC.

By: *[Signature]* Sept 10, 2013
 (Date)

Richard Cook Sr. Vice President
 (Print Name and Title)

DOUGLAS COUNTY

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

ATTEST:

[Signature]
[Signature]
 Ted Thran, Clerk

BY: *[Signature]*
 CLERK TO THE BOARD

Doc Number: **0825071**

06/10/2013 10:53 AM

OFFICIAL RECORDS

Requested By:
DC/COMMUNITY DEVELOPMENT

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 15 Fee: \$ 0.00

Bk: 0613 Pg: 2126



Deputy. ar

Assessor's Parcel Number: N/A

Date: JUNE 10, 2013

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2013.104

(Title of Document)

FILED

NO. 2013.104

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

JUN 10 AM 9:53
2013 JUN 10

A CONTRACT BETWEEN DOUGLAS COUNTY
"COUNTY"

TED THUAN
CLERK

AND

[Signature]
DEPUTY

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

BK 0913
PG 4929
9/20/2013

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

WHEREAS, County desires to employ an independent contractor to assist the County in design and engineering services for the U.S. Highway 395 culvert expansion over the Martin Slough, located in Douglas County; and

WHEREAS, it is deemed that the 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 services hereinafter described;

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

1. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners. Time is of the essence for performance of the professional services described herein. The term of the contract shall run from June 6, 2013 through June 30, 2016, or until the scope of services, attached and incorporated as Exhibit "A" is completed, whichever date is earlier. The term of the Contract extends beyond FY13/14 as upon completion of Phase I and County approval of the 60% plans, work on Phase II-IV cannot continue until FEMA has conducted its environmental assessment for NEPA compliance on the Phase I plans. It is unknown exactly how long the review by FEMA will take and it is understood the review could take up to a year. This Contract may be extended, provided that both parties agree 30 days prior to the expiration of this Contract, in writing which must be attached as an Amendment to this Contract. If extended, all provisions of this Contract remain in effect.

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 333.700 (formerly 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 employee's retirement system;

0831031 Page: 5 of 19

- (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 Paragraph 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 a qualified insurer:

Manhard Consulting, Ltd. has entered into a contract with Douglas County to perform work from June 6, 2013 to June 30, 2016 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 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 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 services to be performed are design and engineering services for the U.S. Highway 395 culvert expansion over Martin Slough as further identified in the attached approved scope and services for fees, Exhibits "A", "B" and "C", dated May 14, 2013 - Proposal for Design and Engineering Services for the US 395 Culvert Expansion over Martin Slough (Phases I-IV). All exhibits are attached and incorporated herein.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a cost not to exceed a total cost of Ninety Thousand Two Hundred Twenty Two Dollars (\$90,222). Phase I of the project shall not exceed Forty Four Thousand Twenty Two

Dollars (\$44,022) which must be invoiced during the fiscal year FY13/14 after which a "stop work order" shall be issued until a later date based on actual construction schedule. 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. The County shall make payments each month during the contract period, based on Contractor providing an invoice by the 10th day of each month. Requests for payment submitted pursuant to this contract shall be paid within thirty (30) days.

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 shall not be effective until 30 days after a party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by the County, unless the contract is terminated pursuant to paragraph 16.

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. Any litigation associated with this Contract must be brought in the appropriate court located within Douglas County, 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.

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 County, 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, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall 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 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.

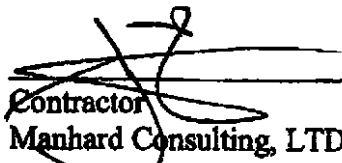
16. CONFLICT OF INTEREST. By signing this Contract, Contractor agrees that any information in any form obtained from Douglas County shall not be divulged to other competing interests without permission of the County Manager. In the event of a breach of this provision, the County may immediately withdraw, without penalty or payment, from this Contract. Contractor must notify the County of any other contracts or projects they are working on that may impact the County.


17. AUTHORITY. The parties represent and warrant their authority to enter into this agreement.

18. STANDARD OF CARE. Contractor will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing. Contractor must maintain the highest ethical standards.

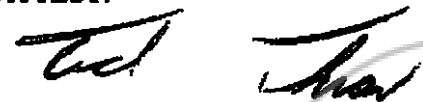
{Signatures on the following page}

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


Contractor JEFF HOUSE 6/6/13
Manhard Consulting, LTD. VICE-PRESIDENT (Date)


June 6, 2013
Greg Lynn, Chair (Date)
Douglas County Board of County Commissioners

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

May 14, 2013

EXHIBIT A

Mr. Erik Nilssen, PE
Douglas County Community Development
1594 Esmeralda Avenue
PO Box 218
Minden, NV 89423

RE: Proposal for Design and Engineering Services for the U.S. 395 Culvert Expansion over Martin Slough, Douglas County, Nevada

Dear Mr. Nilssen:

Per your request and our recent discussions, Manhard Consulting, Ltd. (Manhard) is pleased to present the following proposal for design and engineering services for the culvert expansion over Martin Slough, as illustrated in the attached figure titled "Martin Slough at Highway 395" (originally submitted on October 30, 2009 with the Douglas County FEMA Pre-Disaster Mitigation Grant Funding application, "State Road 395 Drainage Improvements"). We are excited the County is ready to move forward with the design and structure upgrade at this location and look forward to continuing our long-standing working relationship. Below is our proposed scope of services for the above referenced project.

SCOPE OF SERVICES

PHASE I: 60-Percent Design Submittal

TASK 1 - Existing Conditions Topographic Survey

The existing conditions topographic survey will provide a current "pre-construction" conditions survey throughout the project corridor. The resultant drawing will depict 1-foot contour intervals and shall contain the following items:

- Location of existing box culvert (inverts and dimensions)
- Topographic survey extended 75 feet up- and downstream of existing culvert
- Roadway profile of U.S. 395 (extended approximately 150 feet north and 150 feet south of culvert crossing)
- Location of existing buildings, sheds, fences, barriers, signs, paved areas, and significant landscape areas within the survey limits
- Location of existing utilities within the project corridor, as marked by others (Manhard does not assume responsibility for location of utilities not properly marked by others)
- Location of adjacent Right-of-Way

BK 0913
PG 4934
9/20/2013

0831031 Page : 10 of 19

Manhard will perform the field survey 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.

Manhard will order a title report for the parcels surrounding the site to determine property boundaries and the location of potential easements. If any easements are required, Manhard will prepare the easement acquisition drawings and legal descriptions. Per discussions with the County, it is anticipated no more than two (2) temporary construction easements will be required for the project.

TASK 2 - Geotechnical Survey

Manhard's geotechnical engineering sub-consultant will drill up to 3 soil borings to a depth of 25 feet or refusal. Soil samples will be obtained and tested to evaluate relevant engineering properties. A geotechnical report will be prepared to support the design of the proposed arch culvert, which will include: a discussion on the geologic, seismic, and subsurface conditions; a qualitative evaluation of liquefaction potential; International Building Code seismic site class; foundation design; and earthwork recommendations. Pavement evaluation and design, a site-specific evaluation of geologic hazards, and environmental assessments will not be included within this report.

TASK 3 - Preliminary Culvert Design

The field survey data acquired in Task 1 will be incorporated into the Buckeye Creek Watershed Phase 2 hydraulic model, currently under development by Manhard. The model will be run to establish the existing conditions hydraulic baseline through the existing double 6-foot x 3-foot box culvert. The proposed culvert geometry will then be incorporated into the model in order to provide a comparative analysis of pre- versus post-construction conditions. Water surface elevations at the roadway, as well as downstream of the crossing, will be evaluated to determine potential downstream impacts that could result from the culvert expansion. Manhard will coordinate closely with the County to select the best culvert geometry option for the site, while taking into account downstream properties and the existing topography. We understand the primary goal of this project is to eliminate roadway overtopping during the 1-percent annual chance flood.

A preliminary design will be prepared based on coordination with Douglas County, NDOT, and the utility companies. The 60-Percent Design Submittal shall show the proposed vertical and horizontal location of the proposed culvert, wingwalls, and the extent of construction and grading necessary to construct the culvert replacement. Additionally, a preliminary cost estimate and detailed quantities will be prepared based on the 60-percent design.

TASK 4 - Permitting

On behalf of the County, Manhard will prepare and submit the following permit applications in support of this project:

Nationwide Permit 3 (Maintenance):

A Nationwide Permit 3 (Maintenance) will be prepared and submitted to the U.S. Army Corps of Engineers (USACE). As part of the NWP-3, the following information will be submitted to the USACE for the replacement of U.S 395 culvert over Martin Slough: project location, need and

purpose, project description, threatened and endangered species, water quality, cultural resources database search, jurisdictional description, jurisdictional impacts, and maps.

401 Water Quality Certification:

A 401 Water Quality Certification (WQC) will be prepared and submitted to Nevada Division of Environmental Protection. The Division of Environmental Protection, Bureau of Water Quality Planning (BWQP), regulates the issuance of 401 WQC for Nationwide Permits (NWP's). The 401 WQC for NWP-3 (Maintenance) was denied without prejudice by NDEP; therefore, notification will be prepared and submitted to NDEP (BWQP). Manhard will prepare and submit a NDEP Clean Water Act § 401 WQC Application form, which will include the following information: applicant and agent information, project location, project description, quantity of dredge/fill material, best management practices, and maps.

Temporary Permit for Working In Waterways:

A Temporary Permit for Working in Waterways application will be prepared and submitted to NDEP, Bureau of Water Pollution Control. As part the Temporary Permit for Working in Waterways application, the following information will be submitted to NDEP: applicant and agent information, project information, project description, type and length of project, existing environmental permits, best management practices, and maps.

NEPA Compliance:

Manhard assumes FEMA will be conducting the environmental assessment for NEPA compliance. We will coordinate with FEMA in support of this task, as necessary.

PHASE I Deliverables: Two full-size hard copies of the 60-Percent plan set; One digital copy of each permit submitted on the County's behalf; a detailed quantity and cost estimate for internal discussion with the County.

PHASE I FEE: \$44,022.00

Upon County approval of the 60-Percent plans, the County will issue a "Stop Work Order" until which time FEMA has completed the NEPA review process. It is unknown exactly how long this review will take and it is understood it could take up to a year.

PHASE II: 90-Percent Design Submittal

This project phase will include the preparation of the 90-Percent construction plans for replacement of the existing culvert. It is assumed that the vertical and horizontal alignment of the road will remain the same as currently existing and no roadway design will be required.

Final Construction Plans will be prepared including the following:

- Title Sheet
- General Notes
- Overall Plan
- Utility Coordination Plan
- Grading Plan
- Plan & Profile Sheets (1"=20' scale)
- Detailed Cross Section Sheets
- Erosion Control Plan

- Erosion Control Notes & Details
- Signage & Striping Plan
- Construction Phasing Plan
- Maintenance of Traffic Plan
- Construction Details

This task will include coordination with the County, NDOT, and the Modular Culvert Vendor to prepare a final construction plan.

Manhard will assist the County with coordination necessary to accommodate existing utilities within the project boundary.

PHASE II Deliverables: Two full-size hard copies of the 90-Percent plan set; a detailed quantity and cost estimate for internal discussion with the County.

PHASE II FEE: \$16,326.00

PHASE III: Final Design Submittal

Manhard will finalize the construction plans to incorporate all comments from the County and other regulatory agencies. Upon completion, the plans will be submitted for final approval and construction. A final quantity takeoff and cost estimate will be submitted to the County to assist in bidding the project.

PHASE III Deliverables: Three full-size hard copies of the final plan set; a digital copy of the full plan set in AutoCAD version 2010; a final quantity and cost estimate.

PHASE III FEE: \$8,204.00

PHASE IV: Construction

During the bidding process, Manhard will review the plan submittals from the contractors to determine if the culvert details are within the design range as stated in the technical specifications. Manhard will provide language to the County to include within the technical specifications to direct bidders as to the allowable design ranges (culvert geometry, wetted perimeter, capacity requirements, etc) that must be met for their submittals to qualify. **This phase does not include any additional modeling analysis and only includes review and verification of the plans submitted by the bidders.**

During the construction phase, Manhard will provide responses to all County and Contractor requests for information (RFIs). A limited amount of coordination with the County, NDOT and the utility companies is anticipated during this phase and is included within our cost estimate. Should the County desire for Manhard to serve a more extensive role during construction, we would be happy to provide an additional proposal for that effort in accordance with Exhibit B - Schedule of Time and Materials Rates for 2013.

NDOT Encroachment Permit:

Manhard assumes any requisite encroachment permits will be provided by the construction contractor. Manhard will provide limited support to the contractor for this task.

Following construction completion, Manhard will complete an as-built survey and as-built plans for submittal to the County.

Letter of Map Revision LOMR Submittal:

After completion of the as-built survey, Manhard will incorporate the new culvert geometry into the Buckeye Creek Watershed Phase 2 hydraulic model and prepare a Letter of Map Revision (LOMR) for submittal to FEMA. This submittal will include a copy of the as-built plans for the project.

PHASE IV Deliverables: One full-size plan set and digital Autocad files of the As-built plans of fully-constructed project

PHASE IV FEE: \$21,670.00

FEE ESTIMATE

The following fee estimates are based on the scope of services presented herein. The time and materials total fee estimate for Phases 1 through 4 is **\$90,222.00**, 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>Phase 1 – 60-Percent Design Submittal</i>	\$44,022.00
<i>Phase 2 – 90-Percent Design Submittal</i>	\$16,326.00
<i>Phase 3 – Final Design Submittal</i>	\$8,204.00
<i>Phase 4 – Construction Phase</i>	\$21,670.00
TOTAL FEE =	\$90,222.00

TERMS AND CONDITIONS

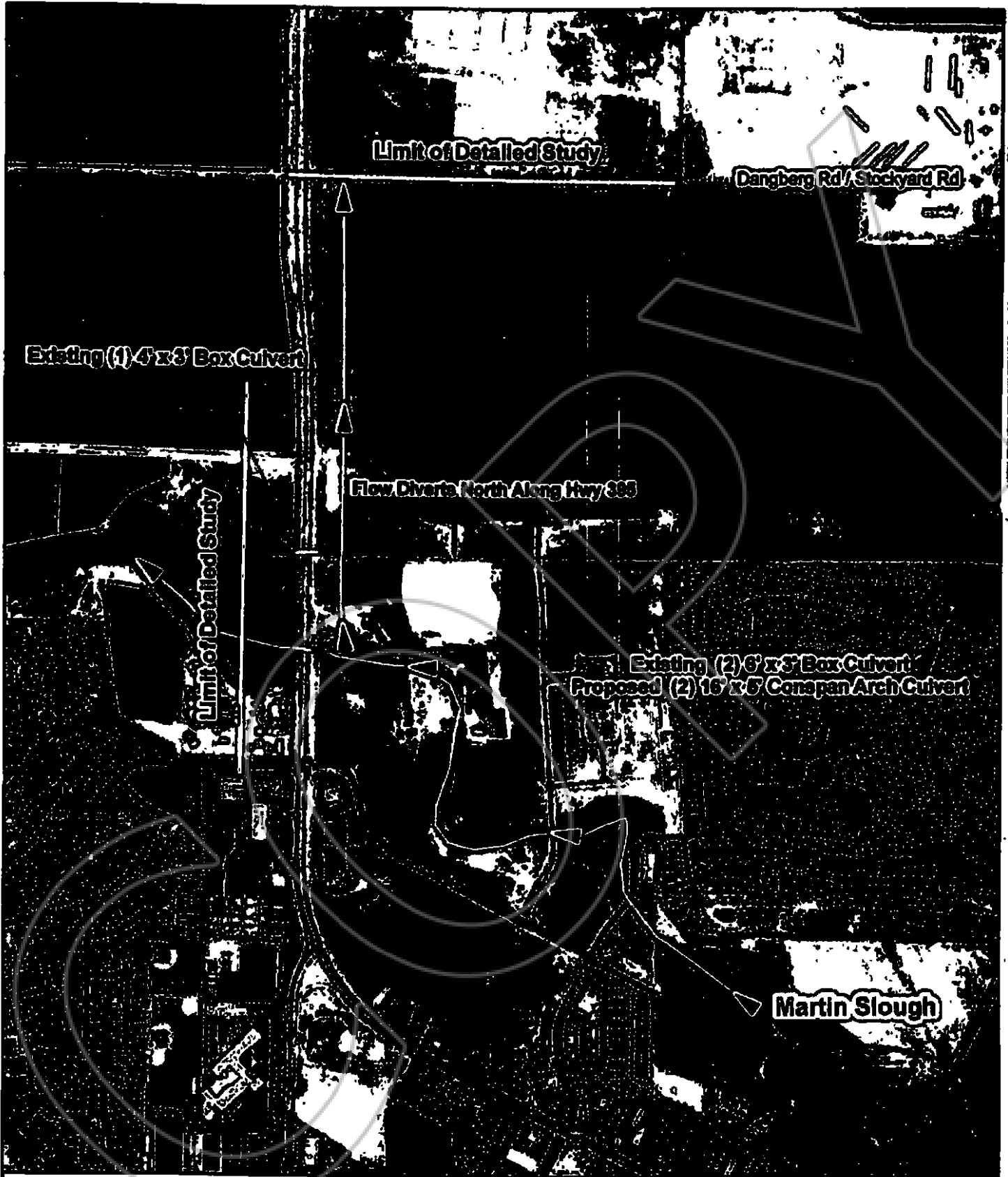
This Proposal serves as Exhibit A of Douglas County's Contract for Services of Independent Contractor, for the scope of services presented herein, with standard contract Terms & Conditions hereby acknowledged and accepted by Manhard. Refer to Exhibit C for the proposed schedule we have set forth for this project.

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 (878) 202-6102, or Jeff House at (404) 569-1452.

Sincerely,

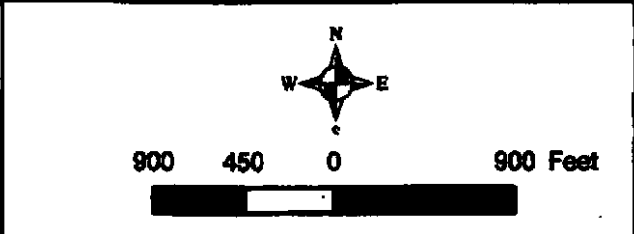
MANHARD CONSULTING, LTD.

Carla Muscarella, PE, CFM
Senior Project Manager
Nevada P.E. #17705



**Martin Slough at Hwy 395
Roadway Overtopping Mitigation**

FEMA Grants
Douglas County, NV



Manhard
CONSULTING

October 2009

**Highway 395/Martin Slough Culvert Replacement
Douglas County, Nevada**



Cost Estimate

Phase	Staff Hours								TOTAL	
	VP/JH	SRPM/CM	SRPM/AD	DIR/TC	PrEng/PM	PrEng/DH	Srvy/DK	EnvSci/KB		
	\$178	\$135	\$160	\$145	\$105	\$103	\$100	\$88		
I	50 Percent Design Submittal	15.0	28.0	0.0	12.0	54.0	32.0	15.0	12.0	\$14,022.00
Task 1	Existing Conditions Survey	0.0	4.0	0.0	0.0	0.0	0.0	15.0	0.0	\$5,384.00
	Topographic Survey and Utility Location		4.0			15.0		15.0		\$3,768.00
	Assessment Assistance & Figures							15.0		\$1,600.00
Task 2	Geotechnical Survey	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0,888.00
			1.0							\$135.00
Task 3	Culvert Design	0.0	24.0	4.0	12.0	24.0	32.0	0.0	0.0	\$10,200.00
	Hydraulic Modeling & Downstream Analysis		8.0		12.0		32.0			\$5,118.00
	Preliminary Design					32.0				\$3,288.00
	Agency/Utility Vendor Coordination	8.0	8.0	4.0		8.0				\$3,738.00
	Quantities/Cost Estimate		8.0							\$1,080.00
Task 4	Permitting	8.0	9.0	4.0	0.0	0.0	0.0	12.0	0.0	\$4,218.00
	USACE NWP 3		1.0					8.0		\$5,238.00
	401 Water Quality Certificate		1.0					2.0		\$2,071.00
	Temp. Permit for Working in Waterways		1.0					20.0		\$1,895.00
	Coordination with Agencies/NEPA support	8.0	8.0	4.0				28.0		\$5,314.00
II	90% Percent Design Submittal	10.0	24.0	0.0	4.0	54.0	0.0	0.0	0.0	\$10,200.00
	Construction Plans		4.0		4.0	70.0				\$8,330.00
	Utility Coordination					8.0				\$818.00
	Phasing & Maintenance of Traffic Plan					8.0				\$824.00
	Coordination with County & NDOT	10.0	16.0	8.0		8.0				\$3,014.00
	Quantities/Cost Estimate		4.0							\$540.00
III	Final Design - Submittal	0.0	2.0	4.0	1.0	20.0	4.0	0.0	0.0	\$3,000.00
	Address County & Agency Comments		4.0		2.0	20.0				\$2,880.00
	Final Culvert Vendor Coordination		4.0		2.0	4.0				\$1,242.00
	Coordination with County & NDOT	8.0	8.0	4.0		4.0				\$3,532.00
	Quantities/Cost Estimate		4.0							\$540.00
IV	Get Started Phase	0.0	24.0	4.0	12.0	20.0	110.0	4.0	0.0	\$11,200.00
	Coordination w/ County/Utilities/NDOT	4.0	8.0	4.0						\$2,420.00
	Plan Reviews of Bid Submittals					4.0				\$412.00
	Respond to RFIs		4.0			4.0				\$852.00
	Prepare LOMR Submittal		10.0		20.0	110.0				\$15,580.00
	As-Built Survey & As-Built Plans		2.0		12.0		8.0			\$2,308.00
	TOTAL FEE:									\$90,142.00

**This fee includes
Mainfielder's LS fee.

BK 0913
PG 4940
9/20/2013

0831031 Page 16 of 19

EXHIBIT B
SCHEDULE OF TIME
AND MATERIAL RATES FOR 2013

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President/Executive Vice-President	\$175.00
Vice President	\$170.00 - \$195.00
Area Manager/Director	\$120.00 - \$175.00
Senior Project Manager	\$130.00 - \$168.00
Project Manager	\$100.00 - \$135.00
Project Engineer	\$82.00 - \$103.00
Staff Engineer	\$78.00 - \$88.00
Senior Planner	\$105.00 - \$140.00
Land Planner	\$75.00 - \$92.00
Landscape Designer/Architect	\$75.00 - \$85.00
Environmental Scientist	\$70.00 - \$100.00
Operations Manager	\$105.00
Operator	\$55.00 - \$72.00
Project Surveyor	\$100.00
Staff Surveyor	\$75.00 - \$89.00
Construction Manager/Coordinator	\$100.00 - \$120.00
Survey/Construction Technician	\$80.00 - \$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
1-Person Crew	\$125.00
2-Person Crew	\$163.00
3-Person Crew	\$216.00
Administrative Assistant	\$48.00 - \$62.00
Expert Testimony & Depositions	\$250.00
	<u>CURRENT \$F RATE</u>
Printing -- Paper	\$0.15
Printing -- Vellum	\$1.75
Printing -- Mylar, Film, Clear Acetate	\$2.50

EXHIBIT C

**Highway 395/Martin Slough Culvert Replacement
Douglas County, Nevada**

PROJECT SCHEDULE

Task / Phase		MONTH						
		1	2	3	4	5	6	7
Phase 1	60-Percent Design Submittal	█						
Task	Existing Conditions Survey							
Task	Geotechnical Survey							
Task	Culvert Design							
Task	Permitting							
	STOP WORK UNTIL NEPA REVIEW COMPLETE			☆				
Phase 2	90-Percent Design Submittal				█			
	Allow 1 month for County review and comment							
Phase 3	Final Design Submittal						█	
Phase 4	Construction Phase	TBD						

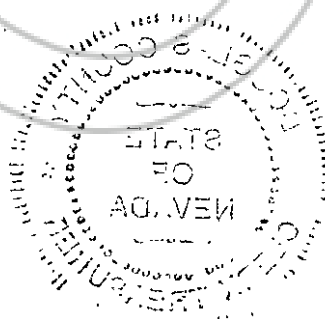
BK 0913
PG 4942
9/20/2013

0831031 Page 18 of 19

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: June 10, 2013
 Clerk of the Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By: [Signature] Deputy



COPY

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 September, 2013
By [Signature] Deputy