

Doc Number: **0838230**

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OFFICIAL RECORDS

Requested By

DC/COMMUNITY DEVELOPMENT

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 12 Fee: \$ 0.00

Bk: 0214 Pg: 2333



Deputy: sd

Assessor's Parcel Number: N/A

Date: FEBRUARY 13, 2014

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2014.037

(Title of Document)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

KIMLEY-HORN AND ASSOCIATES, INC.
5370 KIETZKE LANE, SUITE 201
RENO, NV 89511

BY 
TED THRAN
CLERK
REGISTRY

2014 FEB 13 PM 4:19

NO. 2013-037

FILED

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 County Commissioners or Purchasing and Contracts Administrator, whichever is required.

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:

Kimley-Horn and Associates, Inc. has entered into a contract with Douglas County to perform work from May 17, 2012 to June 1, 2013 September 30, 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 April 23, 2012 – Buckeye/ Martin Slough Phase 2 and Airport Wash Watersheds.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in ¶ 4 at a total cost not to exceed \$159,000.00. Unless Contractor has received a written exemption from the County, Contractor must submit monthly requests for payment for services performed under this agreement. Contractor agrees to provide with each request for payment, 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.

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.

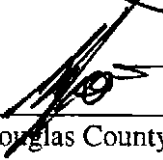
13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 16), unless designated as confidential by a specific statute of the State of Nevada, shall be treated 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.

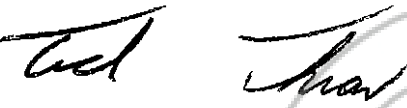
15. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

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


Contractor _____ DEC. 13, 2013
(Date)


Douglas County _____ December 5, 2013
(Date)

ATTEST:



Ted Thran, Clerk


BY: _____
CLERK TO THE BOARD

EXHIBIT A



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

April 23, 2012

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 Restudy Services
Buckeye/Martin Slough Phase 2 and Airport 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 Phase II Buckeye/Martin Slough and Airport Wash watersheds. This project will prepare an application to FEMA to revise the flood zones depicted on the effective FEMA Flood Insurance Rate Maps (FIRM) in the Buckeye/Martin Slough Phase 2 and Airport Wash watersheds as shown in Figure 1, attached. 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 here represents the best available technology for accurately and efficiently estimating peak flow and volumes from flooding events in the Pine Nut Mountains to the east 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, soil, 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 of Martin Slough/Buckeye between 395 and Carson River will include:

- Up to 13 stream cross-sections on Martin Slough (approximately every 500').
- Up to 2 stream crossing structures (bridges/culvert) on Martin Slough.
- Up to 15 cross sections on drainage/irrigation ditches.

The survey of the Airport Wash watershed will include:

- Up to 20 cross-sections on stream channels and drainage/irrigation ditches in the Airport Wash watershed.

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: \$10,000.00

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, in accordance with CFR § 65.13.c.1. The primary purpose of this assessment is to determine if additional hydraulic modeling of potentially clogged storm water management facilities (channels, culverts, and irrigation control structures) should be considered for the Buckeye Creek Extension and Airport Wash Watersheds floodplain hazard remapping. This will be a qualitative assessment limited to the FLO-2D modeling limits (Figure 1) and easily accessible areas upstream thereof, as warranted. 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 Airport Wash 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 Hydrologic/Hydraulic 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: \$6,000.00

TASK 3 – Hydrologic Analysis

A hydrologic analysis of the Buckeye/Martin Slough Phase 2 and Airport 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.

The Pine Nut and Buckeye Creek HEC-HMS models will be combined and the remaining watershed west of Highway 395 (Buckeye/Martin Slough Phase 2 watershed) will be added to the model. A new HEC-HMS model will be constructed for the Airport Wash watershed and will extend west of Highway 395 to the Carson River.

A digital elevation model (DEM) will be prepared in GIS using the USGS 30 meter DEM, the LiDAR elevation data prepared by the Carson Water Subconservancy District (CWSD) (2005), and the LiDAR elevation data developed by FEMA (2004). The CWSD is the most accurate data and will be used where available. The remaining portions of the watershed will be supplemented with the FEMA LiDAR or USGS elevation data.

Manhard will prepare a detailed land use coverage using available zoning data from Douglas County and aerial interpretation using the most recent aerial orthophotography. A detailed land use coverage is essential to accurately estimate model parameters related to land use, which include percent impervious and Manning's n-values.

NOAA Atlas 14 precipitation data will be used to develop a balanced hypothetical rainfall hyetograph for model input. The 10-, 2-, 1-, and 0.2-percent Annual Chance Events (ACE) will be simulated in this study. Model concentration points will be located where input hydrographs are needed as input into the hydraulic models.

Deliverables: Digital HEC-HMS model for Buckeye/Martin Slough watersheds; Digital HEC-HMS model for the Airport Wash watershed; ESRI geodatabase containing updated land use, soils, subbasins, flow paths, and hydrologic nodes.

TASK 3 FEE: \$27,000.00

TASK 4 – Hydraulic Analysis

To model the varying terrain and runoff characteristics of the watershed, Manhard will construct two hydraulic models as depicted on Figure 1. A two dimensional FLO-2D model will be built to examine flood flows for both the Buckeye/Martin Slough Phase 2 and Airport Wash watersheds. As Figure 1 illustrates, these models will extend west of US Highway 395 to the backwater of the Carson River floodplain. The FLO-2D models 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 addition, lateral inflow (stormwater runoff hydrographs) from Manhard's recently completed FLO-2D model for the Pine Nut Creek and Buckeye Creek Watersheds will be incorporated into the FLO-2D model at the eastern edge of the Buckeye/Martin Slough model along US Highway 395 to create a large-scale model with a seamless connection for the area and the Martin Slough.

The FLO2-D model will consist of a 2-dimensional grid to model complex overland flow where flood flows may occur in multiple directions or change in direction over the course of a flood simulation. Additionally, channelized flow within stream channel, irrigation ditches, and roadways will be

modeled using 1-dimensional hydraulic model elements. Hydraulic structures, such as culverts, bridges, or dams, will be modeled using rating curves developed outside of FLO2-D.

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.

Deliverables: Digital FLO2-D models of the 2- and 1-percent ACE storms; ESRI geodatabase containing updated 2D grid overlay, 1D hydraulic channel reaches, cross section locations, and hydraulic structures.

TASK 4 FEE: \$57,000.00

Task 5 – Floodplain Mapping

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 watersheds. The remapping will extend from the downstream limits of the Buckeye Creek study, west of US 395, 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: \$18,000.00

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 1 FEE: \$21,000.00

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 portions of the Buckeye Creek and Airport 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 Buckeye Creek and Airport 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 6 FEE: \$8,000.00

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: \$12,000.00

FEE ESTIMATE

The following fee estimates are based on this scope of services. The time and materials fee estimate for Tasks 1 through 7 is **\$159,000.00**. Manhard will not exceed this fee estimate without written authorization from Douglas County. The fee breakdown is as follows:

<i>Task 1 – Data Collection and Topographic Survey</i>	\$10,000.00
<i>Task 2 – Erosion/Sedimentation Field Assessment</i>	\$6,000.00
<i>Task 3 – Hydrologic Analysis</i>	\$27,000.00
<i>Task 4 – Hydraulic Analysis</i>	\$57,000.00
<i>Task 5 – Floodplain Mapping</i>	\$18,000.00
<i>Task 6 – Flood Study Report</i>	\$21,000.00
<i>Task 7 – FEMA Submittal and Processing</i>	\$8,000.00
<i>Task 8 – Project Management, Meetings, and Presentations</i>	\$12,000.00

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

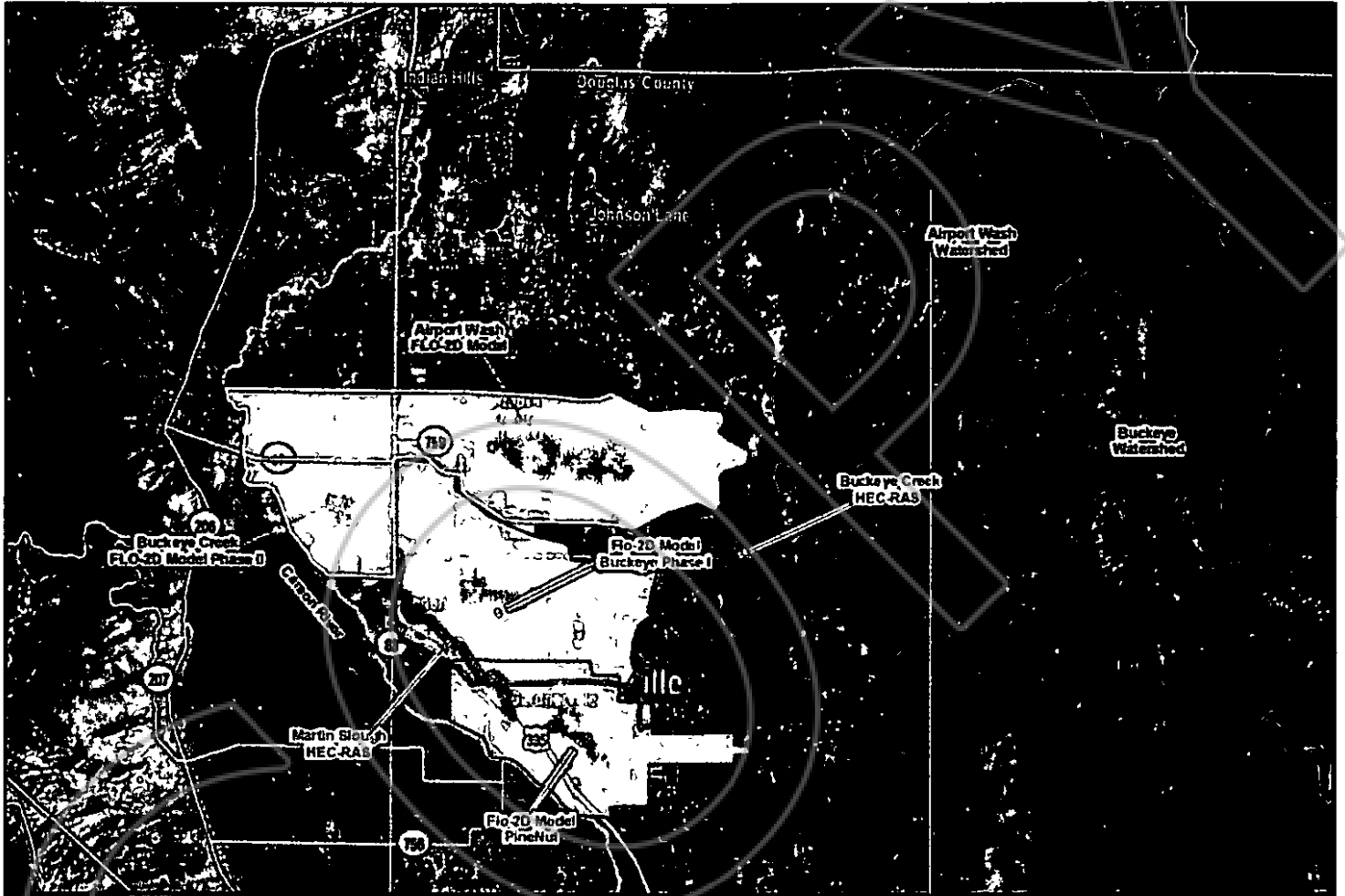






FIGURE 1:
BUCKEYE AND AIRPORT WASH
WATERSHEDS
 HYDROLOGY AND FLOODPLAIN REMAPPING
 Proposed Models

Legend

-  HEC-RAS Area
-  Watershed
-  FLO-2D Extents
-  CARSON RIVER

2 1 0 2 Miles

EXHIBIT A

**SCHEDULE OF TIME
 AND MATERIAL RATES FOR 2012**

CATEGORY	HOURLY RATES
President/Executive Vice-President	\$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	\$70.00 - \$95.00
Environmental Scientist	\$100.00
Operations Manager	\$55.00 - \$72.00
Operator	\$100.00
Project Surveyor	\$75.00 - \$85.00
Staff Surveyor	\$75.00 - \$115.00
Construction Manager/Coordinator	\$100.00
Field Crew Chief	\$58.00
Instrument Person	\$60.00 - \$75.00
Survey/Construction Technician	\$70.00 - \$80.00
Remediation Field Technician	\$30.00
GPS Base Station w/Two Receivers	\$20.00
Geodimeter	\$75.00 - \$90.00
Engineering CADD Technician	\$42.00
CADD Work Station	\$160.00
2-Person Crew	\$216.00
3-Person Crew	\$48.00 - \$62.00
Administrative Assistant	150% of Std. Rate
Expert Testimony & Depositions	SF RATES
	\$0.15
	\$1.75
	\$2.50

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

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

13th day of Feb, 2014

By [Signature] Deputy