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Recorder's Office Cover Sheet	
Recording Requested By:	00172289202310001320170179
Name: Courtney Walter	SHAWNYNE GARREN, RECORDER
Department: Public Works	
Type of Document: (please select one)	
☐ Agreement ☐ Contract ☐ Grant ☐ Change Order ☐ Easement ☐ Other specify:	

DOUGLAS COUNTY, NV

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2023-1000132

CONTRACT FOR PROFESSIONAL SERVICES

FOR

DOUGLAS COUNTY STORMWATER MASTER PLAN

THIS CONTRACT FOR PROFESSIONAL SERVICES (THE "CONTRACT") IS ENTERED INTO BY AND BETWEEN DOUGLAS COUNTY, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("COUNTY"), AND ATKINS ("CONTRACTOR"). THE COUNTY AND CONTRACTOR ARE AT TIMES COLLECTIVELY REFERRED TO HEREINAFTER AS THE "PARTIES" OR INDIVIDUALLY AS THE "PARTY."

WHEREAS, the County, from time to time, requires the services of independent contractors;

WHEREAS, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

WHEREAS, Contractor represents that Contractor possess all required licenses and permits to perform the services required by County;

Now, Therefore, in consideration of the agreements herein made, the parties mutually agree as follows:

- 1. EFFECTIVE DATE OF CONTRACT. Upon execution by all parties, this Contract shall be effective August 17, 2023, and will terminate on December 31, 2024, unless the Contract is terminated earlier in accordance with Paragraph 7.
- 2. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed by Contractor are as follows:
 - a. Services as described in the attached Exhibit 1.
- 3. PAYMENT FOR SERVICES. Contractor agrees to provide the services described set out in Section 2 above on an hourly not to exceed basis for One Hundred Twenty Four Thousand, Five Hundred Twenty Eight dollars (\$124,528.00). County will pay invoices it receives within a reasonable time.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, his associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

a. Withholding of income taxes by the County;

b. Industrial insurance coverage provided by the County;

c. Participation in group insurance plans which may be available to employees of the County;

d. Participation or contributions by either the independent contractor or the County to the public employees' retirement system;

e. Accumulation of vacation leave or sick leave;

f. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Contractor has the right to perform services for others during the term of

this Agreement.

- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.

d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.

e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.

f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.

g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the

services required by this Agreement.

h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this

i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. Insurance Requirements.

a. INDUSTRIAL INSURANCE. Contractor shall, 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, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

Atkins has entered into a contract with Douglas County to perform

work from August 17, 2023 to December 31, 2024, 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.

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
- b. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.
- c. AUTOMOBILE INSURANCE. Contractor shall provide proof of commercial Automobile Liability. Insurance shall be written on a per accident/occurrence basis with a single limit of liability of at least \$1,000,000 for bodily injury and property damage. Said policy shall include coverage for any auto, owned, non-owned, leased and hired cars.
- d. Professional Liability / Errors and Omission Insurance. Contractor shall provide proof of Professional Liability insurance in the amount of at least one million dollars (\$1,000,000) that covers errors and omissions by the Contractor for the professional services offered.
- 6. LICENSING. Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

- 7. 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. The Contractor shall submit billings for work performed up to the effective date of termination.
- 8. Construction of Contract. This Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter jointly selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.
- 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.
- 12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, 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 of the project, or termination or cancellation of this Contract.
- 13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada or a court of competent jurisdiction, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.
- 14. INDEMNIFICATION. Contractor agrees to indemnify and hold the County, its officers and employees harmless liability to the extent caused by the negligent performance of this contract by Contractor or Contractor's agents or employees.
- 15. MODIFICATION OF CONTRACT. This Contract constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.
- 16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.
- 17. INCORPORATED DOCUMENTS. The Parties agree that this Contract references or incorporates no other documents or exhibits.
- 18. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

20. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given three business days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

FOR DOUGLAS COUNTY:

Public Works

Attn: Courtney Walker

Stormwater Maintenance Supervisor

1120 Airport Road #F-2

P.O. Box 218

Minden, Nevada 89423

Ph: (775) 782-9019

FOR CONTRACTOR:

Atkins

Attn: Brian Janes, PE

Principal-in-Charge

10509 Professional Circle, Suite 103

Reno, NV 89521

Ph: (775) 828-1622

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

Jenifer Davidson

Douglas County Manager

Brian Janes, PE Principal-in-Charge

Atkins North America, Inc.

30/2

Date

Data

EXHIBIT 1 SCOPE OF SERVICES

EXHIBIT 1

SCOPE OF SERVICES STORMWATER MASTER PLAN FOR DOUGLAS COUNTY NEVADA

Overview

Douglas County (COUNTY) seeks to develop a comprehensive Stormwater Master Plan (SMP) and establish prioritization of Capital Improvement Projects (CIP's) based on the SMP with the overall goal of reducing risk of damage to infrastructure during flood events. The SMP will cover the entire county and provide a description of the major watersheds, organize the existing drainage reports and plans for these watersheds, provide a priority list of projects to complete and additional areas to study and provide a discussion on funding possibilities for the projects identified including a permanent revenue source.

Basic services to be provided by the CONSULTANT under this Scope of Services are divided into TASKS 1 through 9 which are discussed in detail below. Additional Supplemental Services that may be provided by the CONSULTANT if requested and authorized by the COUNTY in writing are described in TASK 9 at the end of this document.

TASK 1 – PROJECT MANAGEMENT

1.1 General Project Management

Project management will include internal meetings, coordination, project budgeting, progress reports, schedule development/updates, and invoicing. The CONSULTANT will develop and maintain a distribution list with contact information and coordinate and communicate on a regular basis with the COUNTY, local agencies, and other stakeholders to facilitate the efficient and timely completion of the PROJECT. The CONSULTANT will develop a Project Management Plan (PMP) for the PROJECT. The CONSULTANT will follow their internal Quality Control and Assurance for Projects (QCAP) process and adapt it to this specific PROJECT. The CONSULTANT shall develop and maintain a decision log throughout the course of this PROJECT.

1.2 Kickoff Meeting

CONSULTANT shall prepare an agenda and schedule and attend a Kickoff meeting with the COUNTY within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information required, review the PROJECT schedule (prepared by the CONSULTANT using Microsoft Project or similar software), introduce key personnel, establish lines of communications and clarify the COUNTY's requirements for the PROJECT. DRAFT Project Schedule and timeline is attached hereto as EXHIBIT B. A Project Budget is attached hereto as EXHIBIT C. Within five business days following the Kickoff meeting, the CONSULTANT will prepare and distribute draft meeting minutes via email to the COUNTY Project Manager and meeting attendees. The CONSULTANT shall finalize and distribute final meeting minutes after the draft meeting minutes are approved by the

COUNTY representative.

Deliverable: Kickoff Meeting and meeting minutes

1.3 Monthly Progress Meetings

The CONSULTANT will prepare for and conduct monthly progress meetings with the COUNTY in support of the PROJECT. Up to 6 meetings are expected but more may be conducted if needed and budget allows. During these meetings the CONSULTANT will report on PROJECT progress, schedule, analysis, results, and discuss any master plan issues or required decisions/direction. Meetings will generally be scheduled monthly but intervals between meetings may be adjusted throughout the PROJECT as necessary.

The CONSULTANT will prepare meeting agendas prior to the meetings and meeting minutes within five business days following the meeting to document decisions made, data needs, action items and the expected timeframe for completion. The CONSULTANT will distribute draft meeting minutes via email to the COUNTY Project Manager and meeting attendees. The draft meeting minutes will be considered final unless comments are received within five business days. If comments are received, they will be incorporated by the CONSULTANT in consultation with the COMMENTS, and the finalized meeting minutes will be distributed thereafter.

Deliverable: Monthly progress meetings and meeting minutes.

TASK 2 – Stakeholder Identification and Outreach

2.1 Stakeholder Identification

The CONSULTANT will identify public and private stakeholders that that may be affected by projects, or may provide data or reports. CONSULTANT will coordinate with COUNTY on communication method with stakeholders. Stakeholders include but are not limited to the following:

- Project Partners
- Towns (Genoa, Minden, Gardnerville)
- GIDs
- State of Nevada
- BLM
- Ditch Companies
- District Court--Federal Watermasters Office
- NDOT
- Carson Water Subconservancy District
- Homeowner's Associations
- U.S. Fish and Wildlife Service
- Local Tribes
- Board of County Commissioners

2.2 Develop and Conduct Outreach

The CONSULTANT will prepare an Outreach and Community Involvement Plan to notify affected residents, seek data and input, inform the BOCC and local entities. Materials developed will include methods to solicit input, engagement and collect data from the numerous stakeholders and affected residents. CONSULTANT will use these outreach and communication tools to present to various Towns and GIDs, at individual or joint-entity meetings to present the purpose and intent of the project and gain project support or buy-in from residents and entities. CONSULTANT will hold no more than three (3) outreach events with up to 2 CONSULTANT staff from which data will be gathered and information acquired.

Meeting facilitators,

Deliverable: Outreach and Communication Plan and Meeting Summaries

TASK 3 – DATA COLLECTION AND REVIEW

3.1 Data Collection

The CONSULTANT will review and organize applicable, available, current information provided by the COUNTY. Sources of such information may include but are not limited to:

- U.S. Army Corps of Engineers studies
- Flood insurance studies, LOMRs, CLOMRs
- Technical Drainage Studies, construction plans, and design reports
- Regional and local drainage master plans
- Rainfall/Stream Gage Locations
- Development, road, and utility master plans
- Emergency, management and operations plans
- Existing stormwater infrastructure
- Watershed and topographic maps
- Land ownership
- Flooding history and maintenance logs
- Irrigation Ditch inventory
- Feasibility Studies
- Stormwater Maintenance and Operations Plan
- Annual Stormwater Report for the TMDL
- MS4 Annual Reports

<u>Deliverable:</u> GIS database, report database (SmartSheet). The contents of the GIS database and report database will be determined through coordination with the COUNTY.

3.2 Data Compilation and Review

The CONSULTANT will compile, catalogue, review and summarize relevant data within the final SMP. Data collected will be organized into the following categories:

• Drainage Reports

- Area Drainage Master Plans
- WOIPs
- Maintenance Plans
- Emergency Operations Plans
- Operations Plans
- Regulatory Plans or Requirements (TMDL, NPDES, NFIP CRS)
- Geographic Data (Infrastructure, stream gages, maps, soil surveys, land ownership, irrigation ditches)

3.3 Develop Watershed Map

The CONSULTANT shall prepare a map and narrative description of the watersheds. The watersheds covered by the SMP will be as shown on the USGS mapping in Figure 1 found at the end of this scope showing approximately 24 major watersheds as shown in EXHIBIT D. Characterization will initially be based on geologic and hydrologic characteristics. Project Watersheds will characterized based on flood risk, population density/urbanization, potential community growth, water quality concerns. This map will be updated through the course of the project to be the ultimate watershed map of the COUNTY from which to base prioritization of projects and needs.

Deliverable: Watershed maps in CAD and GIS formats.

TASK 4 – Develop Comprehensive Facility Inventory

4.1 Compile Stormwater infrastructure inventory

CONSULTANT will compile significant drainage infrastructure in the COUNTY into a GIS database. The database will include a georeferenced digital representation of existing infrastructure with their known geometric attributes (e.g. material, size, slope, etc.). Field survey or measurements for verification of geometric attributes is not part of this scope. Infrastructure will be further characterized based on ownership as private (GID, Ditch) vs public (COUNTY, Town). The type of infrastructure to be inventoried includes but is not limited to:

- COUNTY Stormwater Asset Inventory
- Town and GID stormwater asset inventories; NDOT infrastructure where it intersects COUNTY assets
- Water Quality Improvement Projects
- Hydrologic features

4.2 Compile Ditch Inventory

CONSULTANT will work with Ditch Company personnel to incorporate the irrigation ditch inventory. Ditches will be classified according to the degree to which they are able to function as stormwater collection or conveyance facilities. Other attributes such as seasonal status and/or maintenance practices will also be catalogued, if available.

4.3 Identify Existing Maintenance Practices and Responsibilities

CONSULTANT will compile maintenance responsibilities of existing infrastructure and planned improvements to be added as an attribute to the GIS inventory of facilities. CONSULTANT will summarize the maintenance responsibilities of the jurisdictions (COUNTY, GID, Ditch Companies, Towns), ownership, seasonality of use, existing partnerships, and constraints of the infrastructure. CONSULTANT will work with the COUNTY to identify key irrigation ditches and prioritize them for maintenance or collaboration; identifying which ones may benefit from collaboration with ditch companies or potential take-over by the COUNTY.

TASK 5 - Flood Risk and Hot Spot Summary

- 5.1 CONSULTANT will coordinate with the COUNTY to summarize future study areas not identified in previous reports and analysis. These include but are not limited to:
 - New flood risk hot spots
 - Water quality areas of concern
 - Post-fire flood hazards
 - Areas of future growth or expansion

TASK 6 - Prepare Stormwater Master Plan

6.1 Prepare Priority List of Capital Improvement Projects

The CONSULTANT will prepare a list of CIPs that will catalogue current and future projects as identified in existing studies along with previously prepared cost estimates for implementation and ongoing maintenance costs. CIPs will be scored using a prioritization matrix based on scoring criteria determined through coordination with the COUNTY. Prioritization criteria may include level of flood protection, capital costs, losses avoided, acceptability to stakeholders, maintenance costs, environmental benefits, grant funding potential, etc.

Potential CIPs will be grouped and summarized by watershed planning area so that stormwater investments can by managed and tracked geographically. Existing stormwater improvements, known hotspots, future study areas, and maintenance responsibilities as identified in previous tasks will also be grouped by watershed planning area.

<u>Deliverable: An</u> updated watershed priority map.

6.2 Review Code for Regulatory Requirements or Deficiencies

CONSULTANT will review COUNTY Code (Title 20.50 Floodplain Management; Proposed Low Impact Development language in Title 20; Design Criteria and Improvement Standards) to evaluate deficiencies as it pertains to current guidance documents, to ensure COUNTY continues to meet federal funding guidelines or

regulatory documents. These include but are not limited to:

- Lake Tahoe TMDL
- FEMA NFIP and CRS requirements
- NPDES MS4 Permit

<u>Deliverable: The CONSULTANT</u> will provide a preliminary review of ordinance updates to meet regulatory requirements and prevent future flood risk and improve water quality. Recommendation likely to suggest further exceeding minimum NFIP requirements for floodplain development.

TASK 7 - Develop Funding Strategies and Grant Funding Opportunities

- 7.1 The CONSULTANT will prepare recommendations for a sustainable revenue stream to be used for implementing Capital Improvement Projects. Recommendations will focus on practical and equitable options that target both water quality and flooding and that give the best chance of gaining BOCC approval and acceptance from residents. Strategies include but are not limited to:
 - Stormwater utility
 - Parcel tax (size of parcel, impervious area, etc.)
 - Grant funding including grant match opportunities

Potential grant sources include but are not limited to: FMA, BRIC, HMGP, NRCS Emergency Watershed Protection grants, Nevada State Revolving Loan Funds, NDOT Bridge Replacement Funds; other government entities and the Nevada Legislature.

The CONSULTANT will outline steps required to best position the COUNTY to secure funding using the preferred option.

TASK 8- Stormwater Master Plan Adoption

1.4 Plan Adoption Support

The CONSULTANT shall prepare for and support the COUNTY in making up to three (3) PROJECT presentations to various organizations and boards for final plan adoption, including meeting attendance and preparation of handouts and backup information. The following presentations are anticipated:

- COUNTY Board of County Commissioners (BOCC)
- Towns and GIDs

Deliverable: Three (3) PROJECT presentations and handouts.

8.2 Final GIS Database

The CONSULTANT will provide the final GIS database in ArcMap (.mxd, .shp) format

or other reasonable format as requested by the COUNTY.

TASK 9 – SUPPLEMENTAL SERVICES

8.1 Supplemental Services

Additional Tasks. The scope of services provided may be extended, as budget allows, to include other elements of work related to the SMP including but not necessarily limited to:

- Preparation of watershed specific plans
- Design
- Cost estimating
- Permitting
- Surveying
- Assist COUNTY staff in writing/securing grants for project implementation



EXHIBIT B Project Schedule and Timeline

Task ID	Task	Start Date	End Date	
1	Project Management August 2023		March 2024	
2	Stakeholder Identification and Outreach	September 2023	November 2023	
3	Data Collection and Review	September 2023	December 2023	
4	Develop Comprehensive Facility Inventory	November 2023	February 2024	
5	Flood Risk and Hot Spot Summary	September 2023	November 2023	
6	Prepare Stormwater Master Plan	November 2023	February 2024	
7	Develop Funding Strategies	November 2023	February 2024	
8	Stormwater Master Plan Adoption	January 2023	February 2024	
9	Supplemental Tasks	As assigned		



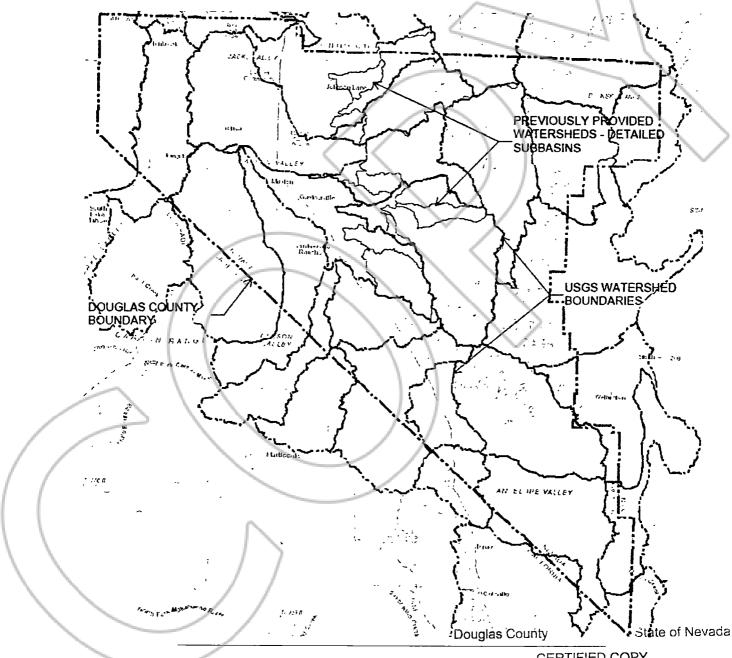
EXHIBIT C Cost Proposal

Cost Proposal - By Task

Stormwater Management Plan Douglas County Public Works (Contract #)

			Submittal Date:	Jan-00-1900
	Task ID	Description))	Price
1		Project Management	/ /	10,900.00
2		Stakeholder Identification and O	utreach	20,228.00
3		Data Collection and Review		19,400.00
4	//	Develop Comprehensive Facility	Inventory	17,200.00
5	/ /	Flood Risk and Hot Spot Summar	У	7,900.00
6		Prepare Stormwater Master Plan		21,400.00
7	\ \	Develop Funding Strategies		17,200.00
8	/ /	Stormwater Master Plan Adoptio	n	10,300.00
9	/ /	Optional Tasks		-
		Sub Total		124,528.00
		Total Extended Price		\$124,528.00

EXHIBIT D Project Study Area



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

Deputy