

**City of Carson City
Agenda Report**

Date Submitted: August 2, 2012

Agenda Date Requested: August 16, 2012
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Contract No. 1213-087 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Manhard Consulting Ltd., to provide Professional Services for Floodplain Management Analysis and mapping services for H&I, Voltaire, and Saliman Tributaries through August 15, 2015 for a not to exceed amount of \$118,300.00 to be funded from the Stormwater Professional Services Account as provided FY 2012/2013. (Kim Belt)

Staff Summary: This contract is for the completion of a LOMR for the SW Carson City watersheds prior to the completion of the full freeway improvements. Accordingly, this single revised scope of remaining work will eliminate minor portions of Manhard's scope of services from previous contracts, and add new tasks required to address the City's changing needs, as the floodplain mapping has evolved over the past few years based on FEMA's re-study limits and revisions. The addition of the freeway and its effect on stormwater conveyances and resulting floodplain limits is also accounted for in this new scope of services.

Contract 0809-139 Southwest Carson City Regional Hydrologic Analysis and Tributaries LOMR's will be closed upon approval of Contract **1213-087** with a remaining balance of \$56,178.42.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 1213-087 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Manhard Consulting Ltd., to provide Professional Services for Floodplain Management Analysis and mapping services for H&I, Voltaire, and Saliman Tributaries through August 15, 2015 for a not to exceed amount of \$118,300.00 to be funded from the Stormwater Professional Services Account as provided FY 2012/2013. (Kim Belt)

Explanation for Recommended Board Action: Pursuant to **NRS 332.115(1)(b):** (1) Contracts which by their nature are not adapted to award by competitive bidding, including contracts for (b) Professional Services and **NRS 625.530**, contracts for the services of a professional engineer, professional land surveyor or registered architect;

that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of service to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding.

Applicable Statute, Code, Rule or Policy: NRS 332.115(1)(b) and NRS 625.530

Fiscal Impact: \$118,300.00

Explanation of Impact: Amount of contract.

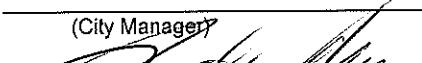
Funding Source: Stormwater Account –Professional Services- 505-3702-437.03-09 as provided in FY 2012/2013.

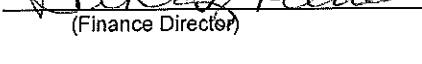
Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1213-087 and Exhibit A.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:


(Public Works) _____ Date: 8-7-12

(City Manager) _____ Date: 8/7/12

(District Attorney) _____ Date: 8/7/12

(Finance Director) _____ Date: 8/7/12

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**

Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping services for H&I, Voltaire, and Saliman Tributaries

THIS CONTRACT, made and entered into this 16th day of August, 2012, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and Manhard Consulting, Ltd. hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONSULTANT** for **CONTRACT No. 1213-087 Professional Services for Floodplain Management Analysis and mapping services for H&I, Voltaire, and Saliman Tributaries** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 REQUIRED APPROVAL:

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 CONTRACT TERM:

2.1 This Contract shall be effective from August 16, 2012, subject to Carson City Board of Supervisors' approval (anticipated to be August 16, 2012) to August 15, 2015, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 NOTICE:

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
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For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

3.1.1 Notice to **CONSULTANT** shall be addressed to:

Mark A. Rotter, P.E.
Manhard Consulting, Ltd.
3476 Executive Pointe Way, Suite 12
Carson City, Nevada 89708
775-882-5630/775-885-7282
MRotter@manhard.com

3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
775-283-7137 / FAX 775-887-2107
KBelt@carson.org

4 SCOPE OF WORK:

4.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.2 **CONSULTANT** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONSULTANT** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONSULTANT** to **CITY**.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
services for H&I, Voltaire, and Saliman Tributaries

4.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the **SERVICES** required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

4.7 Special Terms and Conditions for Engineers, Architects, and Land Surveyors:

4.7.1 Use of CONSULTANT'S Drawings, Specifications and Other Documents:

4.7.1.1 The drawing, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

4.7.1.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

4.7.1.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONSULTANT**.

4.7.2 Cost Accounting and Audits:

4.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** within two (2) years after the completion of the **SERVICES** under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the **SERVICES** performed under this Contract.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
services for H&I, Voltaire, and Saliman Tributaries

4.8 CITY Responsibilities:

- 4.8.1 CITY shall make available to CONSULTANT all technical data that is in CITY'S possession, reasonably required by CONSULTANT relating to the SERVICES.
- 4.8.2 CITY shall provide access to and make all provisions for CONSULTANT to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for CONSULTANT to perform the SERVICES.
- 4.8.3 CITY shall examine all reports, correspondence, and other documents presented by CONSULTANT upon request of CITY, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of CONSULTANT.
- 4.8.4 It is expressly understood and agreed that all work done by CONSULTANT shall be subject to inspection and acceptance by CITY and approval of SERVICES shall not forfeit the right of CITY to require correction, and nothing contained herein shall relieve CONSULTANT of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by CITY.

5 CONSIDERATION:

- 5.1 The parties agree that CONSULTANT will provide the SERVICES specified in **Section 4 Scope of Work** and CITY agrees to pay CONSULTANT the CONTRACT SUM based upon time and materials and the attached fee schedule for a not to exceed maximum amount of One Hundred Eighteen Thousand Three Hundred Dollars and No Cents (\$118,300.00).
- 5.2 CONTRACT SUM represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.
- 5.3 CITY has provided a sample invoice and CONSULTANT shall submit its request for payment using said sample invoice.
- 5.4 Payment by CITY for the SERVICES rendered by CONSULTANT shall be due within thirty (30) calendar days from the date CITY acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by CITY employee designated on the sample invoice, whichever is the latter date.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
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5.5 CITY does not agree to reimburse CONSULTANT for expenses unless otherwise specified.

6 TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that CITY is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to CITY no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject CONSULTANT to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to CITY of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to CONSULTANT.

7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2013 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. CITY may terminate this Contract, and CONSULTANT waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If CONSULTANT fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

**Professional Services for Floodplain Management Analysis and mapping
services for H&I, Voltaire, and Saliman Tributaries**

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct:

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.5.1.2 **CONSULTANT** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
services for H&I, Voltaire, and Saliman Tributaries

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession
all proprietary information in accordance with **Section 23 City Ownership of Proprietary
Information**.

8 REMEDIES:

8.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9 LIMITED LIABILITY:

9.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10 FORCE MAJEURE:

10.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11 INDEMNIFICATION:

11.1 As required by AB 483, and NRS 338.155, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorneys' fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**

Contract No. 1213-087

**Professional Services for Floodplain Management Analysis and mapping
services for H&I, Voltaire, and Saliman Tributaries**

misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12 INDEPENDENT CONTRACTOR:

12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**

Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
services for H&I, Voltaire, and Saliman Tributaries

otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13 INSURANCE REQUIREMENTS:

13.1 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.2 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.4 Insurance Coverage:

13.4.1 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the latter of:

- 13.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or
- 13.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
services for H&I, Voltaire, and Saliman Tributaries

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 General Requirements:

13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

13.5.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.5.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

13.5.4 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.5.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

13.5.6 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping services for H&I, Voltaire, and Saliman Tributaries

13.5.7 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

14.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

14.1.2 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

14.1.3 One Million Dollars (\$1,000,000.00) - Each Occurrence

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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Contract No. 1213-087

**Professional Services for Floodplain Management Analysis and mapping
services for H&I, Voltaire, and Saliman Tributaries**

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.1 Minimum Limit required:

15.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

15.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

16 PROFESSIONAL LIABILITY INSURANCE:

16.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

16.2 Retroactive date: Prior to commencement of the performance of this Contract

16.3 Discovery period: Three (3) years after termination date of this Contract.

16.4 A certified copy of this policy may be required.

17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

17.1 **CONSULTANT** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

17.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**

Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
services for H&I, Voltaire, and Saliman Tributaries

18 BUSINESS LICENSE:

18.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

18.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

19 COMPLIANCE WITH LEGAL OBLIGATIONS:

19.1 **CONSULTANT** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

20 WAIVER OF BREACH:

20.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

21 SEVERABILITY:

21.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

22 ASSIGNMENT/DELEGATION:

22.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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**Professional Services for Floodplain Management Analysis and mapping
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performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

23 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

23.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

23.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

23.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONSULTANT**.

24 PUBLIC RECORDS:

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

25 CONFIDENTIALITY:

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
services for H&I, Voltaire, and Saliman Tributaries

25.1 **CONSULTANT** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

26 FEDERAL FUNDING:

26.1 In the event federal funds are used for payment of all or part of this Contract:

26.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

26.1.2 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

26.1.3 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

27 LOBBYING:

27.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

27.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

27.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

27.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**

Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
services for H&I, Voltaire, and Saliman Tributaries

28 GENERAL WARRANTY:

28.1 **CONSULTANT** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

29 PROPER AUTHORITY:

29.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONSULTANT**.

30 ALTERNATIVE DISPUTE RESOLUTION:

30.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONSULTANT** cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

31 GOVERNING LAW; JURISDICTION:

31.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
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32 ENTIRE CONTRACT AND MODIFICATION:

32.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

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33 ACKNOWLEDGMENT AND EXECUTION:

33.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

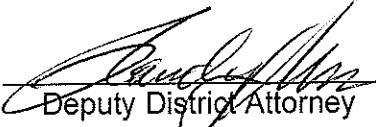
CARSON CITY
Finance Director
Attn: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

By: 
Kim Belt

DATED 8/7/12.

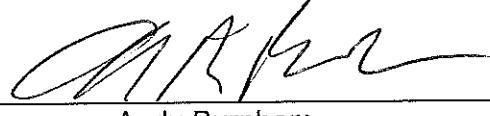
CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
Deputy District Attorney

DATED 8/7/12.

CITY'S ORIGINATING DEPARTMENT
BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
ABurnham@carson.org

By: 
Andy Burnham

DATED 8-7-12

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)
Contract No. 1213-087**

Professional Services for Floodplain Management Analysis and mapping services for H&I, Voltaire, and Saliman Tributaries

Mark A. Rotter deposes and says: That he is the **CONSULTANT** or authorized agent of the **CONSULTANT**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONSULTANT

BY: Mark A. Rotter, P.E.

TITLE: Area Manager

FIRM: Manhard Consulting, Ltd.

CARSON CITY BUSINESS LICENSE #: 12-00025591

Address: 3476 Executive Pointe Way, Suite 12

City: Carson City State: Nevada Zip Code: 89706

Telephone: 775-882-5630/ **Fax #:** 775-885-7282

E-mail Address: mrotter@manhard.com

(Signature of CONSULTANT)

DATED _____

STATE OF _____)
County of _____) ss

Signed and sworn (or affirmed) before me on this _____ day of _____, 2012,
by _____.

(Signature of Notary)

(Notary Stamp)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
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SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Manhard Consulting Ltd.

3476 Executive Pointe Way, Suite 12

Carson City, Nevada 89706

Invoice shall be submitted to:

Carson City Public Works

Attn: Karen White

3505 Butti Way

Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum \$ _____

Less amount previously billed \$ _____

= contract sum prior to this invoice \$ _____

Less this invoice \$ _____

=Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 1213-087

Professional Services for Floodplain Management Analysis and mapping
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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 16, 2012 approved the acceptance of **CONTRACT No. 1213-087**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 16th day of August, 2012.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 16th day of August, 2012.



EXHIBIT A

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

June 26, 2012

Robert D. Fellows, P.E.
Chief Stormwater Engineer
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

RE: Contracts Amendments and Consolidation
Hydrologic/Hydraulic Analysis and Mapping Additional/Omitted Services
2008 SW Carson City Regional Hydrologic Study Contract
2008 H&I Tributary CLOMR Contract
Carson City, NV

Dear Mr. Fellows:

Pursuant to our recent meetings and conversations, Manhard Consulting, Ltd. (Manhard) is pleased to present the following consolidation of all remaining stormwater and floodplain management analysis and mapping services from our 2008 SW Carson City Regional Hydrologic Study contract, our 2008 H&I Tributary CLOMR contract, and additional/omitted services due to changes in FEMA's mapping limits and the construction of the freeway stormwater improvements. The objective of this consolidation is to derive a single remaining scope of work and list of deliverables for all tasks necessary for the completion of a LOMR for the SW Carson City watersheds prior to the completion of the full freeway improvements. Accordingly, a single revised scope of remaining work will eliminate minor portions of Manhard's scope of services from previous contracts, and add new tasks required to address the City's changing needs, as the floodplain mapping has evolved over the past few years based on FEMA's re-study limits and revisions. The addition of the freeway and its effect on stormwater conveyances and resulting floodplain limits is also accounted for in this new scope of services.

Manhard has carefully accounted for work that has been completed and billed to date, as well as, scope of services that have been revised, added, or deleted in order to accurately represent this contract consolidation and associated remaining fees. No tasks from previous contracts that are not complete at this time will be "double-billed". Manhard's records indicate that most of the fees for the previous contracts have been billed as complete, yet, due to changes with mapping limits and other factors related to FEMA interaction, some of our deliverables have been withheld until a clear direction has been agreed upon. This scope of services reflects our mutual agreement of remaining work from previous contracts, new work, omitted work, and establishes a concise list of deliverables.

SCOPE OF SERVICES AND ASSOCIATED FEES

The consolidated single scope of work includes the following tasks:

TASK 1 – Carson City Board of Supervisors Presentation Research and Support

This is a new task and not a part of previous contracts. Manhard provided research and support services to City staff as requested for the preparation and presentation of an update to the Carson City Board of Supervisors on May 19, 2011, regarding the activities and achievements of the City's Storm Water Management Program. Specific services that Manhard performed were (1) compilation of reports and studies; (2) preparation of GIS exhibits; (3) preparation of a MS PowerPoint presentation; and (4) attendance and participation in the presentation to City staff, and the subsequent presentation to the Carson City Board of Supervisors.

Deliverables: Attended meetings, prepared the MS PowerPoint presentation, and assisted in the presentation to the Carson City Board of Supervisors.

TASK 1 FEE: \$9,000.00

TASK 2 – Additional Topographic Survey

This is a new task and not a part of previous contracts. Manhard will provide additional topographic survey required for the newly defined "fill-in" area in the southwest part of Carson City (City), which is simply the physical gap between the original extents of the hydraulic modeling and FEMA Flood Hazard Zone remapping proposed by Manhard for the Regional Study and the extents of the work HDR recently performed on behalf of the City for FEMA, as depicted in Figure 1 – Preliminary Floodplain Mapping.

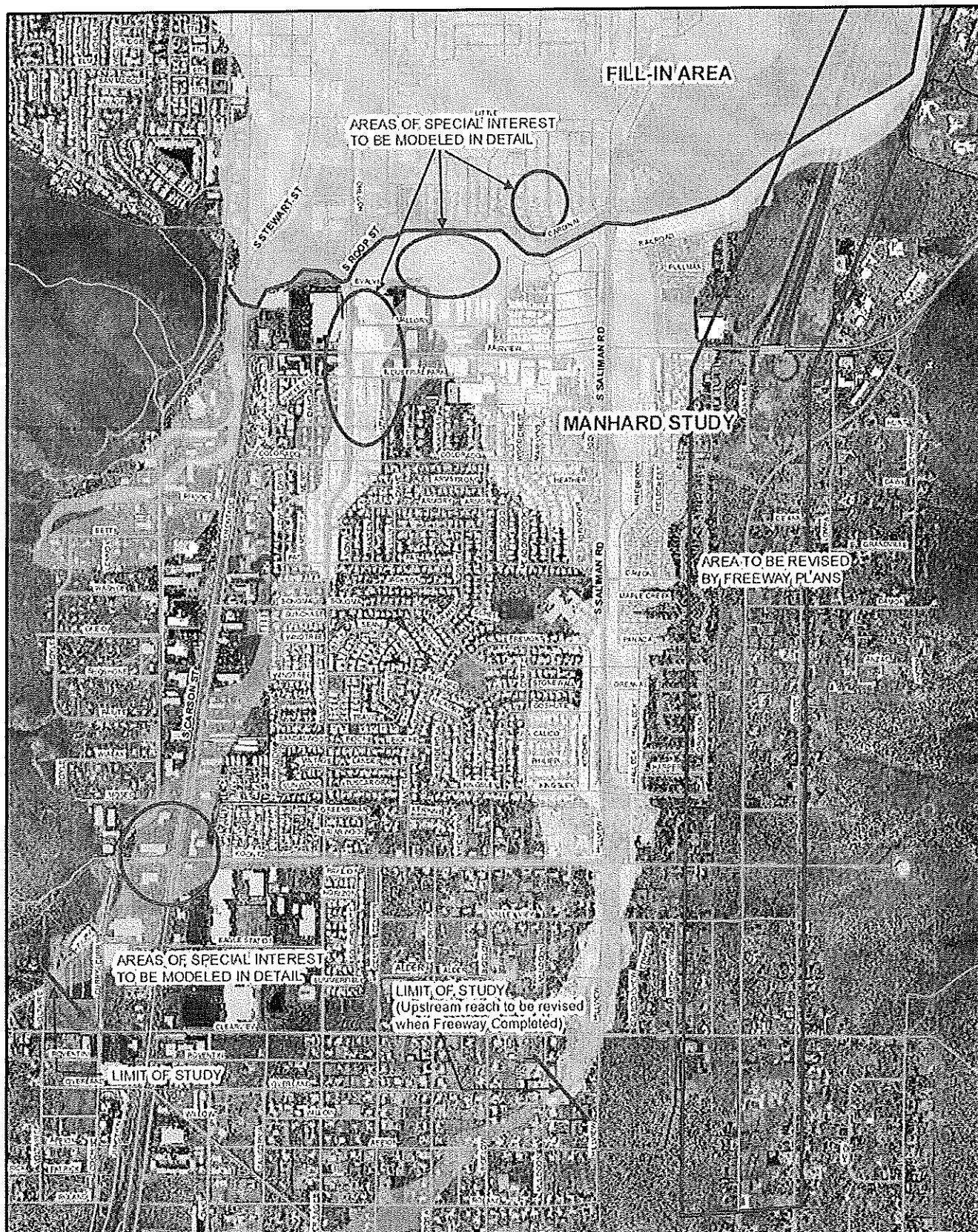
To accomplish this task, Manhard will supplement and augment the aerial surveying data previously obtained from the City and utilized in the Regional Study. The intent of this service is to enhance the previously compiled FLO-2D model used in the Regional Study. The anticipated scope of features and facilities to be surveyed include, but are not limited to: culverts, storm drains, channels, ditches, roadway surfaces, roadway shoulder improvements, landscape berms and block walls (suitable for levee and/or floodwall certification), finish grading surrounding buildings/structures, and other surface improvements that may substantially direct floodwaters.

Manhard will obtain and review design plans, as-built drawings, and record hydrologic/hydraulic studies for the stormwater infrastructure and amenities to be analyzed in the fill-in area. This data collection and research will include the review, evaluation, and assimilation (as appropriate) of recent LOMR and LOMR-F applications within the study area.

The supplemental topographic surveying is assumed to require no more than 120-hours in the field by a two-man crew and 40-hours of subsequent office and CAD time compiling the field data.

Deliverables: All surveying will be on the same datum as used in the Regional Study and will meet FEMA data collection guidelines, and will be provided to the City in a digital format.

TASK 2 FEE: \$24,900.00



Southwest Carson Flood Study
Carson City, Nevada

Manhard
CONSULTING LTD
JUNE 2012

TASK 3 – SW Carson City Regional Study - New & Omitted Work

This is a revised task compiled from different existing contracts. Manhard will provide all of the work and associated deliverables previously identified in the 2008 “Regional Hydrologic Study” contract, the 2008 H&I Tributary CLOMR contract, with a few additional tasks added and some omitted.

Background

There have been a number of modeling projects in Carson City undertaken by Manhard since 2007, specifically: (1) Curry Street Improvements Stormwater Master Plan Model, (2) SW Carson City Regional Hydrologic Analysis Study Model, now referred to as the “Master Regional Hydrologic Model” (with flows accepted by FEMA), contained in the SW Carson City Regional Hydrologic Study Report, dated March 2010, (3) South Curry Street Improvements – Phase 2a Model, dated May, 2011, which updates/amends the Curry Street Improvements Master Plan Model, and (4) S. Carson Street/S. Stewart Street Intersection Model, dated June 2011, derived from the Master Regional Hydrologic Model.

There have been strategic changes made over the past couple of years because of FEMA interaction and mapping decisions, and the construction of the US 395 Freeway that directly affect the ongoing modeling efforts by Manhard, and ultimately, the new floodplain mapping in Carson City. This consolidated scope of services takes these changes into account.

Scope of Services

Task 3.1: Figure 1 – Preliminary Floodplain Mapping (Figure 1) identifies an area just south of 5th Street and the “HDR Study” limits, referred to as the “Fill-In Area”, which is approximately 1 square mile and generally described as the developed lands between 5th Street and Linear Ditch, will require additional hydrologic analysis at various locations to complete the overall remapping and seamless splicing of FEMA/HDR and Manhard’s floodplain mapping.

Using the information and the supplemental topographic data collected in Task 2, Manhard will refine and enhance the FLO-2D models previously developed as a subcomponent to the Regional Study for Linear Ditch. These refinements and enhancements will include adjustments to and additions of 1-dimensional entities and enhancements on the 2-dimensional grid elements (as warranted) to develop more precision in the models. Design storms for the FLO-2D models are limited to the 100-year and 500-year return periods. Initial results from the refined modeling will be shared and discussed with City staff to ensure final modeling results depict real-world and observed flood patterns and flooding potentials within the fill-in area. Specific areas of interest within the “Fill-In Area” include, but are not limited to, the mobile home park north of Linear Ditch, low-lying/historic ponding areas, and some select office and commercial buildings/structures that will require more detailed modeling associated with FFEs, adjacent grades, and the new BFE’s. Additionally, appropriate adjustments will be made to the FLO-2D models at its northern boundary to ensure modeling result continuity and compatibility at the interface with the recent HDR modeling results. Final FLO-2D results exhibits (in a gridded format) for each design storm will be provided to the City.

Using the results from the refined and enhanced FLO-2D modeling described herein, Manhard will prepare revised FEMA FIRM maps identifying new FEMA Special Flood Hazard Zones for the Fill-In Area. The mapping will be integrated to the remapping from the Regional Study and HDR’s recent remapping at the appropriate boundaries of the Fill-

In Area. Manhard will utilize FEMA's "Guidelines and Specifications for Flood Hazard Mapping Partners – Appendix C" for this mapping effort.

This is a hydrologic modeling addition to the scope of work originally proposed for the Regional Study.

Task 3.2: Figure 1 also illustrates an area further to the south where the limits of floodplain mapping has been changed/reduced (labeled as "Limit of Study" – Upstream reach to be revised when Freeway Completed), which is a component of the Edmonds Watershed as originally defined and included in the Regional Study scope of work. In this consolidation, this area (shown in light grey) is the omitted from detailed hydraulic modeling (FLO-2D) and floodplain remapping because it is anticipated the future US 395 freeway improvements within this area will drastically reduce, if not completely eliminate, flood hazard zones in this area. The north boundary of the omitted area is located at a culvert between Muldoon Street and just south of Clearview Drive. Additionally, Figure 1 illustrates the area near the intersection of Clearview Drive and Voltaire Street in which the limits of detailed study terminate, and the resulting flood hazard zones also reduced dramatically.

Although this is reduction in study limits, the hydrologic and hydraulic modeling required to develop starting conditions at the culvert is the same scope of work originally proposed for the Regional Study. The mapping portion of the fee will be omitted and credited back to the City.

Task 3.3: Figure 1 also depicts a general area (east of S. Saliman Road) where US 395 Freeway improvements are under construction. For this consolidation, the recent and planned stormwater management facilities associated with the Freeway improvements in this area will be considered constructed or in place for the floodplain analysis. To ensure the Regional Study is complete and up-to-date, Manhard will revise the hydrologic and hydraulic analyses for the entire study area to include these freeway improvements. This will include modifications to both the SWMM5 and FLO-2D models already compiled for the Regional Study. Manhard will use a combination of as-built surveys and design plans to make these model revisions with the understanding that the LOMR application (Task 6) will assume this segment of the freeway improvements is fully constructed at the time of submittal to FEMA – making a CLOMR application unnecessary. Manhard will coordinate with NDOT to ensure continuity or any NDOT applications (if warranted). The needed as-built surveying of constructed improvements is included in this scope of work.

This is both a hydrologic and hydraulic modeling addition to the scope of work originally proposed for the Regional Study.

Task 3.4: Originally in the 2008 H&I Tributaries CLOMR Application contract, the intent was for Manhard to prepare an MT-2 CLOMR application for submittal to FEMA and processing. The application was to include the following:

- Applicable MT-2 forms;
- The future conditions 100-year event hydrology and hydraulics analysis;
- A future conditions 100-year floodplain inundation exhibit;
- Digital map of the 100-year inundation zone with applicable data and formatting for acceptance into the FEMA DFIRM Mapping program.

This task has not been initiated for the H&I Tributaries and since most of the stormwater facilities intended for this CLOMR have been or will soon be constructed, a CLOMR is no longer needed. However, the area covered by this CLOMR was folded into the Regional Study in early 2009.

Therefore, H&I Tributaries will be a part of the overall LOMR for the entire Regional Study Area to be discussed in Task 6.

This is a reduction scope of services originally proposed in the 2008 contract. This portion of the fee will be omitted and credited back to the City.

Task 3.5: The hydrologic component of this report has been completed and accepted by FEMA as the "SW Carson City Regional Hydrologic Analysis – Final Report." This report also considered much of the hydraulic analysis but did not provide complete coverage of the subject. Due to the substantial unanticipated complexities and resulting additional work efforts required to get the final Report accepted by FEMA, much of the budget for the Regional Study was spent addressing FEMA's comments, and in our opinion, unfair assessment of Manhard's state-of-the-science modeling methodologies. The remaining hydraulic analysis reporting associated with the original scope of work for the Regional Study will be integrated into the LOMR application (see Task 6 below).

This was a significant addition to the scope of work originally proposed for the Regional Study.

Deliverables 3.1 through 3.5: Manhard will produce and deliver to the City the SWMM, FLO-2D, and HEC-RAS Models developed for the additional analyses, figures, digital data, and results. These results will be included in the final Master Hydrologic/Hydraulic Report.

TASK 3 FEE: \$53,900.00

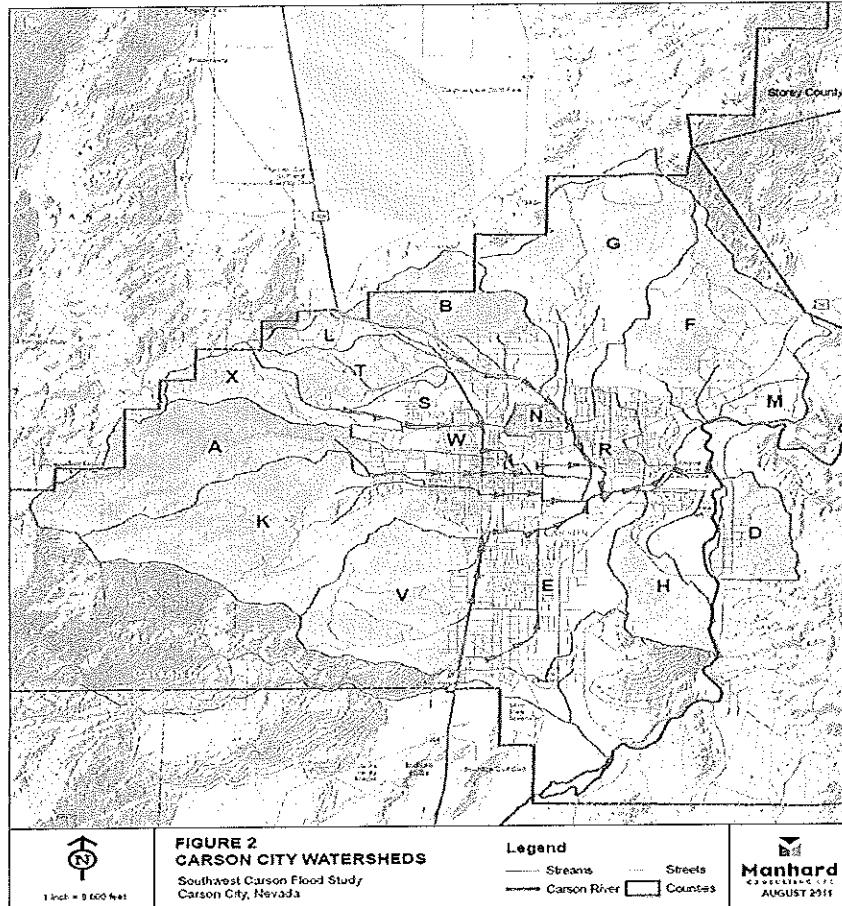
TASK 4 – Revisions to the SW Carson City Regional Study - Final Report

This task reflects the remaining work similar in scope as the original contract sources, except for the changes noted in Task 3 (above). Manhard will provide all of the work and associated deliverables previously identified in the 2008 "Regional Hydrologic Study" contract, the 2008 H&I Tributary CLOMR contract, with a few additional tasks added and some omitted as discussed in Task 3. The aforementioned SW Carson Regional Hydrologic Analysis Final Report, dated March 2010, will be amended to incorporate staff comments, and the changes as discussed in previous tasks. It will serve as the stand-alone hydrologic document of record for the SW Carson City Watersheds. Additionally, we are adding the hydraulics component back into this document.

Manhard will prepare a final Master Regional Hydrologic/Hydraulic Models for the following watersheds situated in the southwest region of Carson City (watershed 'labels' correspond to Carson City naming system as depicted on Figure 2 – Carson City Watersheds (below):

- **Vicee Canyon Creek (Watershed 'X')**: This watershed originates at the upstream divide for Vicee Canyon and extends downstream to (and includes) the existing regional detention basin located just north of W. Winnie Lane.
- **Winnie Watershed (Watershed 'W')**: This watershed originates in the lower foothills immediately south of Vicee Canyon (between Vicee and Ash Canyons) and just west of the Wellington Crescent subdivision. The watershed extends to the east to the new alignment of US 395 and is generally bound by Winnie Lane on the north and Williams St. on the south.

- **Ash Canyon Creek (Watershed 'A')**: This watershed originates at the upstream divide for Ash Canyon and extends east to the new alignment of US 395. The lower watershed regions are bound by Ash Canyon Rd. and Williams St. on the north and 5th St. on the south.
- **Kings Canyon Creek (Watershed 'K')**: This watershed includes Taylor, Middle, Nye, North Kings, and Kings Canyons and originates in the upstream watershed divides of each. This watershed extends east to the new alignment of US 395 with the lower regions generally bound by 5th Street on the north and the H Canyon Tributary, the Voltaire Canyon Creek, and the Governor's Field sports complex on the south.
- **Voltaire Canyon Creek (Watershed 'V')**: This watershed includes the H & I Tributaries, North Voltaire Canyon, and Voltaire Canyon and originates in the upstream watershed divides of each. The area of this watershed extends east only to Carson Street but its conveyance channels (the H Tributary and Voltaire Canyon Creek) continue to the east past Carson Street and combine near Parkland Avenue at the boundary of the Kings Canyon Creek watershed and the Edmonds Watershed (see below).
- **Edmonds Watershed (Watershed 'E')**: This watershed shares its upstream boundary with the downstream limits of the Voltaire Canyon Creek watershed and extends to the east past Edmonds and Fairview Drives. This watershed includes the Saliman Road Tributary that joins the H Tributary just downstream of its confluence with Voltaire Canyon Creek near the Cardinal Way and Saliman Road intersection.



The hydraulic modeling component of this Master Regional Analysis for the Vicee Canyon, Winnie, Ash Canyon, and Kings Canyon watersheds and flow conveyance facilities will include sufficient detail for defining flow characteristics (runoff hydrographs) at system confluences and select nodes within the watersheds.

Manhard will incorporate all of the hydraulic analyses and remapping into the Master Regional Hydrologic/Hydraulic Report, and used for completion of the study area LOMR Application defined in Task 6 (below). This revised Master Report will include the refined SWMM, FLO-2D, and HEC-RAS modeling and the remapping for the entire study area, and new areas of interest including Linear Ditch within the Fill-In Area and US 395 Freeway.

Deliverables: Manhard will produce and deliver to the City 4 copies of the Revised SW Carson City Regional Hydrologic/Hydraulic Analysis Final Report, and one PDF digital version, which include: the final Master Regional Hydrologic and Hydraulic Models, including SWMM, FLO-2D, and HEC-RAS Models, hydrologic/hydraulic analysis figures, digital data, and results.

TASK 4 FEE: \$8,000.00

TASK 5 – SW Carson City Regional Study Open House Presentations

Manhard will prepare and submit the final Master Regional Hydrologic/Hydraulic Report summarizing the analysis defined in Tasks 3.1 - 3.5. Manhard will also prepare and conduct three Open House Presentations of the analyses and findings included in the report for City departmental management/staff and/or the public - as directed by the City. The fee estimate for this task includes up to three meetings with the City to discuss project progress and an informal presentation of the final results.

Deliverables: Manhard will provide the City 4 copies of Open House Presentations handouts, including one PDF digital version.

TASK 5 FEE: \$7,500.00

TASK 6 – LOMR Application

Manhard will prepare and deliver an MT-2 application and supportive materials to the City for submittal to FEMA for a LOMR for remapping of the flood hazard zones defined for the Voltaire Canyon, Edmonds, and H&I Tributaries watersheds. It is anticipated that this LOMR, once approved by FEMA, will reduce, relocate, and/or eliminate portions of the effective FEMA flood hazard zones for the watershed areas under consideration. For the Voltaire Canyon and Edmonds watersheds, this area coincides with the watershed descriptions provided under Task 4 (above). The application will include the following:

- A. MT-2 application forms;
- B. Brief descriptions of the project, purpose of the submittal, hydraulic modeling undertaken, and floodplain/floodway mapping overview;

- C. Description of the hydraulic modeling and computations along with the digital files of revised effective (current conditions) computer models used;
- D. A certified topographic workmap with effective and proposed Flood Hazard Zones, Floodway Boundaries, and Base Flood Elevations (BFEs) depicted and delineated on the record and supplemented topographic data (hard copy and digital computer files); and
- E. An Annotated FIRM illustrating the detailed study limits, affected FIRM panels, and changes to the Flood Hazard Zones, Floodway Boundaries, and BFEs due to the refined modeling and floodplain remapping (hard copy and digital computer files).

Deliverables: Manhard will provide the City with three complete MT-2 application packages, one of which will be submitted to FEMA.

TASK 6 FEE: \$10,000.00

TASK 7 – LOMR Coordination and Tracking

Manhard will submit, process, and coordinate LOMR applications with FEMA for the Voltaire Canyon, Edmonds, and H&I Tributary watersheds on behalf of Carson City. Manhard will track the applications through the approval process and address FEMA review comments leading to revised flood hazard zones for the watersheds. For budgetary purposes, this proposal assumes no more than 120-hours of coordination and meeting time will be needed for this service.

Deliverables: Manhard will copy the City on all correspondence with FEMA throughout the LOMR processing and coordination efforts.

TASK 7 FEE: \$5,000.00

TASK 8 – S. Carson Street/S. Stewart Street Intersection Area Stormwater Analysis

This task is complete and the report has been submitted to the City for review. Manhard will coordinate with City staff to ensure all comments have been addressed.

TASK 8 FEE: \$0.00 (Already Billed)

FEE ESTIMATE FOR CONSOLIDATION SERVICES

The following fee estimates are based on this scope of services, which reflects previous billings, work accomplished, additional work, and omitted work. The time and materials fee estimate for Tasks 1 through 8 is \$118,300.00. Manhard will not exceed this fee estimate without written authorization from Carson City, in accordance to Table 1 – Schedule of Time and Materials Rates for 2012. The fee breakdown is as follows:

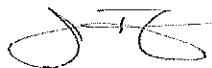
<i>Task 1 – Carson City Board of Supervisors Presentation Research and Support</i>	<i>\$9,000.00</i>
<i>Task 2 – Additional Topographic Survey</i>	<i>\$24,900.00</i>
<i>Task 3 – (Tasks 3.1 – 3.5) SW Carson City Regional Study - New & Omitted Work</i>	<i>\$53,900.00</i>

<i>Task 4 – Revisions to the SW Carson City Regional Study</i>	\$8,000.00
<i>Task 5 – SW Carson City Regional Study Workshops/Presentations</i>	\$ 7,500.00
<i>Task 6 – LOMR Application</i>	\$ 10,000.00
<i>Task 7 – LOMR Coordination and Tracking</i>	\$5,000.00
<i>Task 8 – S. Carson Street/S. Stewart Street Intersection Area Stormwater Analysis</i>	\$0.00

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 Carson City agreement. Should you have any questions, please do not hesitate to contact me.

Sincerely,

MANHARD CONSULTING, LTD.



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

TABLE 1
SCHEDULE OF TIME
AND MATERIALS RATES FOR 2012

CATEGORY	HOURLY RATES
President/Executive Vice-President	\$175.00
Vice President	\$165.00 - \$190.00
Area Manager	\$145.00
Director	\$130.00 - \$170.00
Senior Project Manager	\$120.00 - \$160.00
Project Manager	\$100.00 - \$135.00
Project Engineer	\$92.00 - \$100.00
Staff Engineer	\$78.00 - \$85.00
Senior Planner	\$105.00 - \$140.00
Land Planner	\$75.00 - \$92.00
Landscape Designer/Architect	\$75.00 - \$85.00
Environmental Scientist	\$70.00 - \$95.00
Operations Manager	\$100.00
Operator	\$55.00 - \$72.00
Project Surveyor	\$100.00
Staff Surveyor	\$75.00 - \$85.00
Construction Manager/Coordinator	\$75.00 - \$115.00
Field Crew Chief	\$100.00
Instrument Person	\$58.00
Survey/Construction Technician	\$60.00 - \$75.00
Remediation Field Technician	\$70.00 - \$80.00
GPS Base Station w/Two Receivers	\$30.00
Geodimeter	\$20.00
Engineering CADD Technician	\$75.00 - \$90.00
CADD Work Station	\$42.00
2-Person Crew	\$160.00
3-Person Crew	\$216.00
Administrative Assistant	\$48.00 - \$62.00
Expert Testimony & Depositions	150% of Std. Rate
SF RATES	
Printing – Paper	\$0.15
Printing – Vellum	\$1.75
Printing – Mylar, Film, Clear Acetate	\$2.50