

#8

**City of Carson City
Agenda Report**

Date Submitted: November 10, 2008

Agenda Date Requested: November 20, 2008

Time Requested: 20 Minutes

To: Mayor and Supervisors
From: Purchasing & Contracts

Subject Title: Action to determine that Contract No. 0809-139 is a contract for the services of a professional engineer; that the selection was made on the basis of the competence and qualifications of the engineer for the type of services to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding pursuant to NRS 625.530 and to approve Contract No. 0809-139 with Manhard Consulting, Ltd. through June 30, 2010, for a not to exceed cost of \$357,500.00 to be funded from the Stormwater Fund as provided in FY 2008/2009.

Staff Summary: The scope of work for this project includes: 1) hydrologic/hydraulic analysis and corresponding report of the Vicee, Ash, Kings, and Voltaire Canyons watersheds, 2) FEMA Letter of Map Revision (LOMR) applications and processing for several of the floodplains associated with the watersheds, 3) coordination efforts for additional FEMA floodplain mapping revisions provided by another consultant engaged by FEMA, and 4) a detailed investigation into the watershed and infrastructure improvements upstream of the frequently inundated S. Carson Street/S. Stewart Street intersection area.

The resulting benefit to the city will be revisions to FEMA flood mapping with likely reduction in the extent of the flood plains and which therefore should result in significant flood insurance cost savings to residents.

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 determine that Contract No. 0809-139 is a contract for the services of a professional engineer; that the selection was made on the basis of the competence and qualifications of the engineer for the type of services to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding pursuant to NRS 625.530 and to approve Contract No. 0809-139 with Manhard Consulting, Ltd. through June 30, 2010, for a not to exceed cost of \$357,500.00 to be funded from the Stormwater Fund as provided in FY 2008/2009.

Explanation for Recommended Board Action: Aside from the Carson River, the majority of FEMA Flood Hazard Zones affecting the developed areas of Carson City reflect stormwater runoff

originating in canyon and foothill watersheds located west and southwest of the city center. These watersheds, which encompass roughly 25.6 square-miles, include the Vicee, Ash, Kings, and Voltaire Canyons and other peripheral areas. To improve the city's understanding of the stormwater generated from these watersheds and to revise portions of the resulting FEMA floodplains, Public Works staff selected Manhard Consulting, Ltd. to provide a Southwest Carson City Regional Hydrologic Analysis and FEMA floodplain mapping services. The scope of work for this project includes: 1) hydrologic/hydraulic analysis and corresponding report of the subject watersheds, 2) FEMA Letter of Map Revision (LOMR) applications and processing for several of the floodplains associated with the watersheds, 3) coordination efforts for additional FEMA floodplain mapping revisions provided by another consultant engaged by FEMA, and 4) a detailed investigation into the watershed and infrastructure improvements upstream of the frequently inundated S. Carson Street/S. Stewart Street intersection area.

The resulting benefit to the city will be revisions to FEMA flood mapping with likely reduction in the extent of the flood plains and therefore should result in significant flood insurance cost savings to residents.

Staff will present a summary of the re-mapping efforts which have been underway with the formation of the Stormwater Utility several years ago. This effort was one of the basic work elements begun with the inception of the utility and this contract is one of the final studies to be undertaken to complete the re-mapping effort.

Pursuant to **NRS 625.530**, staff is requesting the Board of Supervisors declare that this contract is not adapted to award by competitive bidding.

NRS 625.530 Restrictions upon public works. Except as otherwise provided in NRS 338.1711 to 338.1727, inclusive, and 408.3875 to 408.3887, inclusive:

1. The State of Nevada or any of its political subdivisions, including a county, city or town, shall not engage in any public work requiring the practice of professional engineering or land surveying, unless the maps, plans, specifications, reports and estimates have been prepared by, and the work executed under the supervision of, a professional engineer, professional land surveyor or registered architect.

2. The provisions of this section do not:

(a) Apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$35,000.

(b) Include any maintenance work undertaken by the State of Nevada or its political subdivisions.

(c) Authorize a professional engineer, registered architect or professional land surveyor to practice in violation of any of the provisions of chapter 623 of NRS or this chapter.

(d) Require the services of an architect registered pursuant to the provisions of chapter 623 of NRS for the erection of buildings or structures manufactured in an industrial plant, if those buildings or structures meet the requirements of local building codes of the jurisdiction in which they are being erected.

3. The selection of a professional engineer, professional land surveyor or registered architect to perform services pursuant to subsection 1 must be made on the basis of the competence and

qualifications of the engineer, land surveyor or architect for the type of services to be performed and not on the basis of competitive fees. If, after selection of the engineer, land surveyor or architect, an agreement upon a fair and reasonable fee cannot be reached with him, the public agency may terminate negotiations and select another engineer, land surveyor or architect.

[12a:198:1919; added 1947, 797; A 1949, 639; 1943 NCL § 2875.06a]—(NRS A 1967, 953; 1971, 774; 1973, 1700; 1975, 208; 1977, 320; 1983, 807; 1989, 788; 1997, 1055; 1999, 3489; 2001, 2022; 2003, 119)

Applicable Statue, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (b)

Fiscal Impact: \$357,500.00

Explanation of Impact: If approved the below listed account could be reduced by 357,500.00.

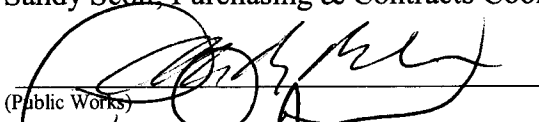
Funding Source: \$300,000.00 505-3705-437-7803 and \$100,000.00 505-3705-437-7805 as provided in FY 2008/2009.

Alternatives: Not approve agreement and provide other direction

Supporting Material: Professional Services Agreement and Exhibit A

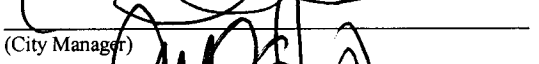
Prepared By: Sandy Scott, Purchasing & Contracts Coordinator

Reviewed By:



(Public Works)

Date: 11-10-08



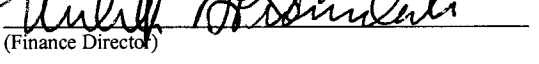
(City Manager)

Date: 11-10-08



(District Attorney)

Date: 11-12-08



(Finance Director)

Date: 10-10-08

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-139

THIS CONTRACT, made and entered into this 20th day of November, 2008, by and between the City and County of Carson City, 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 & Contracts Coordinator 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. 0809-139 "Southwest Carson City Regional Hydrologic Analysis and Tributaries LOMR's** 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 November 20, 2008 subject to Carson City Board of Supervisors' approval (anticipated to be November 20, 2008) to June 30, 2010, 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.

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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:

Denny Peters, PE, PH Western Region Director
Manhard Consulting, Ltd.
9850 Double R Boulevard, Suite 101
Reno, Nevada 89521
775-746-3500/FAX 775-746-3520
DPeters@manhard.com

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

Carson City Purchasing & Contracts
Sandy Scott, Purchasing & Contracts Management Assistant
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2133 extension 30137 / FAX 775-887-2107
SScott@ci.carson-city.nv.us

4 SCOPE OF WORK:

4.1 **CONSULTANT** shall provide and perform the following services for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.1.1 Task 1 - Data Collection, Facility Research, and Topographic Surveying.

4.1.2 Task 2 – SW Regional Hydrologic and Hydraulic Analysis for Vicee Canyon Creek, Winnie Watershed, Ash Canyon Creek, Voltaire Canyon Creek, and Edmonds Watershed.

4.1.3 Task 3 – SW Regional Hydrology and Hydraulic Report and Presentations.

4.1.4 Task 4 – LOMR Application for Voltaire Canyon, Edmonds, and H&I Tributaries Watersheds.

4.1.5 Task 5 – LOMR Processing and Coordination.

4.1.6 Task 6 – Additional FEMA Floodplain Mapping Coordination.

4.1.7 Task 7 – S. Carson Street/S. Stewart Street Intersection Area Storm Analysis.

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

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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**.

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 & 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:

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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.

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 & materials and the attached fee schedule for a not to exceed maximum amount of Three Hundred Fifty Seven Thousand, Five Hundred Dollars and No Cents (\$357,500.00).

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, 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 **WORK**.

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.

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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, 2009 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

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**

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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**;

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**.

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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 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. 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

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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 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.

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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 & 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.

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:

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13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, 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 & 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 & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

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 & Contracts, 201 North Carson Street Suite 11, 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 & 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

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Carson City Purchasing & 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 & 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

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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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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.

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 & 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 taxes, assessments, fees, premiums, permits, and licenses required by law. 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.

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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 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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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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:**

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).

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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.

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 ARBITRATION:

30.1 Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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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.

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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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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: Sandy Scott, Purchasing &
Contracts Management Assistant
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: _____
SANDY SCOTT

By: _____
Deputy District Attorney

DATED _____.

DATED _____.

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355 Ext. 1001
Fax: 775-887-2164
ABurnham@ci.carson-city.nv.us

By: _____

DATED _____

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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SAMPLE INVOICE

Invoice Number: _____
 Invoice Date: _____
 Invoice Period: _____

Carson City Contract Number: 0809-139
 Carson City Contract Name: Southwest Carson City Regional Hydrologic Analysis and
 Tributaries LOMR's

Vendor Number: _____
 Manhard Consulting, Ltd.
 9850 Double R. Boulevard, Suite 101
 Reno, Nevada 89521

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 20, 2008 approved the acceptance of **CONTRACT No. 139**. 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

MARV TEIXEIRA, MAYOR

DATED this 20th day of November, 2008.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 20th day of November, 2008.



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

October 21, 2008

Mr. Andrew Burnham
Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701

RE: **Southwest Carson City Regional Hydrologic Analysis and Tributaries LOMRs**
Carson City, Nevada

Dear Mr. Burnham:

Thank you for the opportunity to submit this proposal to the Carson City Public Works Department (Client) for the above referenced Engineering Services. Manhard Consulting, Ltd. (Manhard) offers to provide the following services in accordance with our 2008 Schedule of Time and Materials Rates (Exhibit 'D') as detailed below:

SCOPE OF SERVICES

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

Manhard will obtain and review design plans, as-built drawings, and record hydrologic/hydraulic studies for the watersheds and amenities analyzed in this scope of work. In addition, field conditions will be investigated and supplemental topographic surveying will be provided as dictated by the critical nature of the facilities or watershed areas under consideration. This proposal assumes Carson City will provide all record documents for review.

Field research and supplemental topographic surveying is assumed to require no more than 60-hours in the field by a two-man crew and 24-hours of subsequent CAD time compiling the field data. If site and/or watershed conditions indicate, additional topographic surveying and data compilation will be provided as an addendum to this proposal upon the City's written authorization.

Deliverables: Manhard will provide the city with any new topographic information in digital and paper form.

Task 2 – SW Regional Hydrologic and Hydraulic Analyses

Manhard will prepare a hydrologic and hydraulic model for the following watersheds situated in the southwest region of Carson City (watershed 'labels' correspond to Carson City naming system as depicted on Exhibit 'A' – "Watershed Zones"):

- **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 model 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. This work will be provided to FEMA's consultant for their restudy and remapping efforts for these watersheds. However, the hydraulic modeling component of this model for the Voltaire Canyon, Edmonds, and upper H & I Tributaries watersheds will include greater detail sufficient for the floodplain mapping proposed in Task 4 (below).

Deliverables: Manhard will produce and deliver to the City preliminary hydrologic analysis figures, digital data, and results generated from this task as a prelude to the report and presentations outlined in the following task.

Manhard will rely on GIS data (orthophotometric and topographic) provided by the City for the subject watershed with supplemental field surveying provided by Manhard (Task 1) to evaluate critical stormwater collection and conveyance facilities. Manhard intends to develop this model using PCSWMM.NET and the City will benefit from the parameter optimization and model calibration results previously formulated in the Curry Street Improvements Stormwater Master Plan prepared by Manhard. In addition, NOAA Atlas 14 rainfall record data will be utilized for the precipitation component of the hydrologic modeling for the return periods of interest.

Task 3 – SW Regional Hydrology and Hydraulic Report and Presentations

Manhard will prepare and submit a Hydrology and Hydraulics Report summarizing the analysis defined in Task 2. Manhard will also prepare and conduct a presentation of the analyses and findings included in the report for City department management and staff. 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 three copies of draft reports and four final report copies, including one PDF digital version.

Task 4 – LOMR Application for Voltaire Canyon, Edmonds, and H & I Tributaries Watersheds

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 reduced, 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 2 (above) except for the H & I Tributaries component. The floodplain area under consideration for the H & I Tributaries is the flood hazard zone upstream of Carson Street without consideration of the pending Curry Street, Carson Street, or the Summerhawk Development stormwater improvements. This application is independent of the ongoing CLOMR application for the H & I Tributaries, which relies upon all proposed and pending stormwater improvements in the near vicinity. The application will include the following:

- Obtaining from FEMA a copy of the effective Flood Insurance Study (FIS) models for the Voltaire Canyon, Edmonds, and H & I Tributaries watersheds.
- Preparation of Duplicate Effective Models for the floodplain sections under consideration using PCSWMM.net software, existing topographic and watershed conditions, and the 100-year flow characteristics included in the effective FIS.
- Preparation of Corrected Effective Models for the floodplain sections under consideration using PCSWMM.net software, existing topographic and watershed conditions, and the 100-year flow characteristics determined in Task 2.
- Preparation and submittal of applicable MT-2 forms;
- Creation of digital maps of the Corrected Effective 100-year inundation zones with applicable data and formatting for acceptance into the FEMA DFIRM Mapping program.

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

Task 5 – LOMR Processing and Coordination

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 6 – Additional FEMA Floodplain Mapping Coordination

At the direction of the City, Manhard will work closely with FEMA's consultant (HDR) and provide requested information relating to flow characteristics (runoff hydrographs) at selected model nodes throughout the Vicee Canyon, Winnie, Ash Canyon, and Kings Canyon watersheds as a result for the modeling in Task 2. The fee estimate for this task includes up to two meetings with the City and HDR to discuss model development, flow node selections, and preliminary and final modeling results.

Deliverables: Manhard will copy the City on all correspondence and figures or data resulting from these additional coordination efforts with HDR.

Task 7 – S. Carson Street/S. Stewart Street Intersection Area Stormwater Analysis

In conjunction with the hydrologic and hydraulic modeling for the watersheds identified in Task 2, Manhard will provide detailed hydraulic modeling and runoff flow routing analysis for the upstream watershed impacting the S. Carson Street/S. Stewart Street Intersection Area. Preliminary investigations indicate runoff generated from portions of the Kings Canyon Creek and H & I Tributary watersheds impact this location via both surface and underground stormwater facilities. The specific scope of work includes:

- Analysis of existing watershed conditions and infrastructure that contribute runoff to and exacerbate frequent flooding in the vicinity of the S. Carson Street/S. Stewart Street Intersection Area.
- Based on the results from the above analysis and the assumption that infrastructure adjacent to and in the near upstream vicinity of the building are inadequate to safely convey the runoff from a 100-year rainfall event, the safe system capacity and/or maximal system capacity will be estimated for current watershed and infrastructure conditions. Different rainfall-runoff events will be hydrologic and hydraulic modeled to determine this capacity estimates, including the 5-year, 10-year, 25-year, and 50-year recurrence intervals. The results from this analysis will be presented illustratively for the City's use in evaluating levels of risk for current conditions and potential facility improvements.

Deliverables: Manhard will produce and deliver to the City preliminary hydrologic analysis figures, data, and results generated from this task. Manhard will provide the City two copies of draft preliminary hydrology reports and two copies of revised reports (including one PDF digital version) resulting from the City's review of the draft report. Stormwater improvement alternatives and a detailed technical hydrologic and hydraulic report for the S. Carson Street/S. Stewart Street Intersection Area stormwater analysis will be provided to the City under a future contract for Stewart Street improvements and is not included with this scope of work at this time.

FEE ESTIMATE

The time and materials fee estimate for Tasks 1 through 7 is \$357,500.00. Manhard will not exceed this fee estimate without written authorization from Carson City. FEMA application fees are not included in the fee estimate and are expected to be furnished by the city directly to FEMA. The fee breakdown is as follows:

- Task 1 – Data collection, Field Research, and Topographic Surveying: \$17,000
- Task 2 – SW Regional Hydrologic and Hydraulic Analysis: \$203,500
- Task 3 – SW Regional Hydrologic and Hydraulic Report and Presentation: \$23,000
- Task 4 – LOMR Application for Voltaire Canyon, Edmonds, and H & I Tributaries Watersheds: \$33,800
- Task 5 – LOMR Processing and Coordination: \$10,200
- Task 6 – Additional FEMA Floodplain Mapping Coordination: \$6,000
- Task 7 – S. Carson Street/S. Stewart Street Intersection Area Stormwater Analysis: \$64,000

A detailed Fee Estimate Schedule and a Preliminary Project Schedule are included in this proposal as Exhibits 'B' and 'C', respectively.

Again, thank you for the opportunity to submit this proposal. Upon your approval, we will format this scope of work to complement any necessary staff report and/or Carson City agreement. Should you have any questions, please do not hesitate to contact me at 775.690.3869 (cell) or 775.332.4720 (office).

Sincerely,

Manhard Consulting, Ltd.

Denny Peters, PE, PH
West Region Director of Water Resources
Professional Hydrologist

Jeffrey T. House, CFM
National Director of Water Resources
Vice President

EXHIBIT A
WATERSHED ZONES

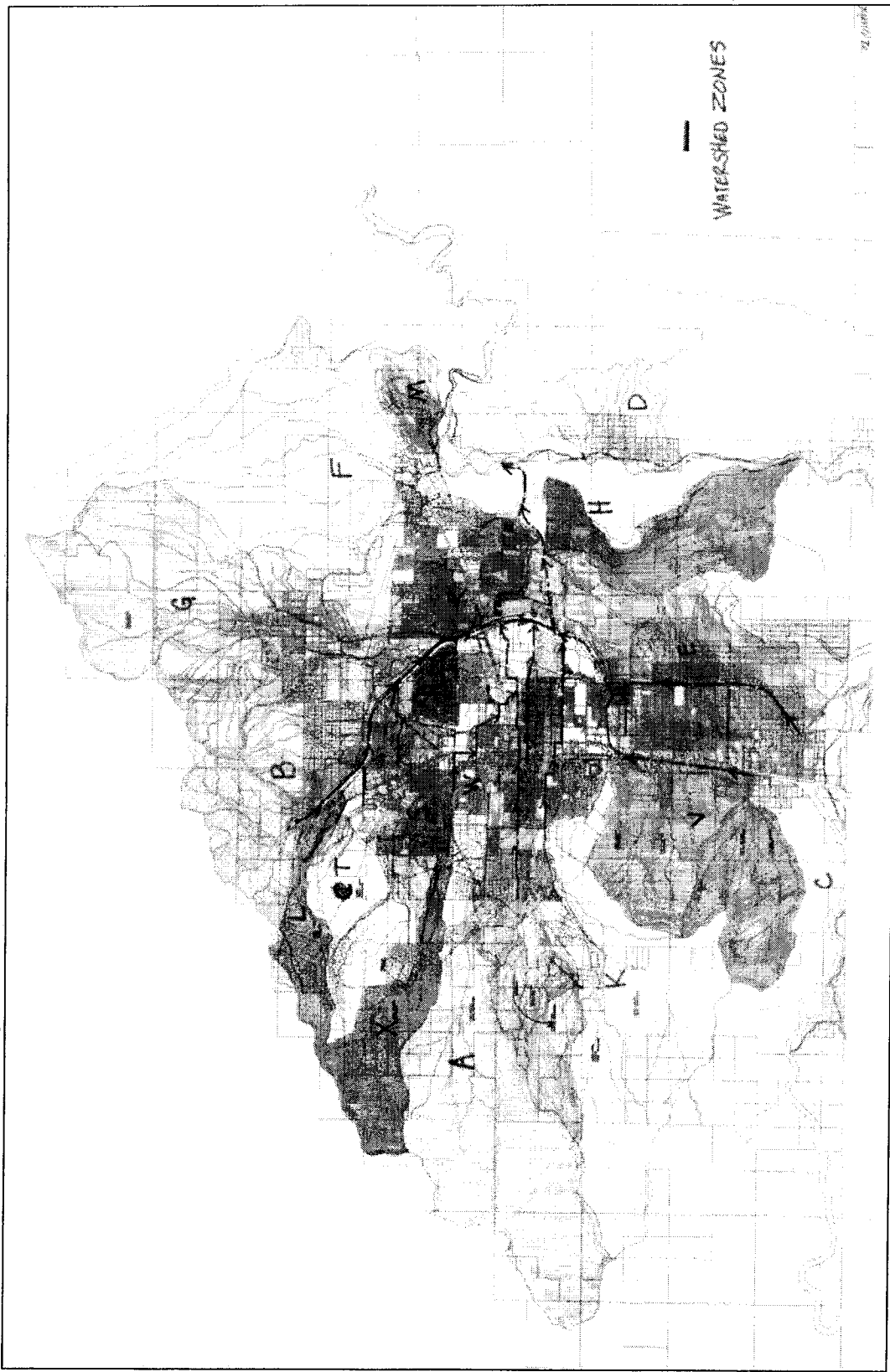


EXHIBIT B

FEE ESTIMATE SCHEDULE

Tasks	West Reg. Director		Project Manager		Project Engineer		Staff Engineer		CAD Tech.		Admin. Support		Two-Man Survey Crew (GPS)					
	Rate	Hrs.	Total	Rate	Hrs.	Total	Rate	Hrs.	Total	Rate	Hrs.	Total	Rate	Hrs.	Total			
Task 1 Data Collection, Facility Research, and Topographic Surveying																		
1a Data Collection	\$2,240	1	\$150	2	\$250	100	4	\$400	\$90	16	\$1,440	\$90	\$0	\$160	\$0			
1b Facility Research	\$2,790	2	\$300	2	\$250	100	8	\$800	\$90	16	\$1,440	\$90	\$0	\$160	\$0			
1c Topographic Surveying	\$11,970	150	\$0	2	\$250	100	2	\$200	\$90	24	\$1,920	\$60	\$0	\$160	\$9,600			
Sub-Total	\$17,000		\$450		\$750		\$1,400		\$2,880		\$1,920		\$0	\$60	\$9,600			
Task 2 SW Regional Hydrologic and Hydraulic Analyses																		
2a H&H Vicee Canyon	\$28,960	150	12	\$1,800	\$125	24	\$3,000	\$100	114	\$11,400	\$90	112	\$10,080	\$60	2	\$120	\$160	\$0
2b H&H Winnie	\$23,660	150	6	\$1,200	\$125	16	\$2,000	\$100	86	\$8,600	\$90	28	\$2,520	\$60	4	\$240	\$160	\$0
2c H&H Ash Canyon	\$37,070	150	14	\$2,100	\$125	30	\$3,750	\$100	134	\$13,400	\$90	162	\$14,580	\$60	6	\$360	\$160	\$0
2d H&H Kings Canyon	\$54,510	150	28	\$4,200	\$125	42	\$5,250	\$100	206	\$20,600	\$90	216	\$19,620	\$60	6	\$360	\$160	\$0
2e H&H Voltaire Canyon	\$34,570	150	12	\$1,800	\$125	26	\$3,250	\$100	134	\$13,400	\$90	144	\$12,960	\$60	2	\$120	\$160	\$0
2f H&H Edmonds	\$24,730	150	10	\$1,500	\$125	18	\$2,250	\$100	92	\$9,200	\$90	106	\$9,540	\$60	4	\$240	\$160	\$0
Sub-Total	\$203,500		\$12,600		\$19,500		\$75,800		\$75,960		\$17,200		\$1,440		\$0			
Task 3 SW Regional Hydrologic and Hydraulic Report and Presentation																		
3a Report Preparation	\$3,440	150	2	\$300	\$125	4	\$500	\$100	18	\$1,800	\$90	8	\$720	\$60	2	\$120	\$160	\$0
3b Figures	\$4,060	150	1	\$150	\$125	2	\$250	\$100	8	\$800	\$90	14	\$1,260	\$60	2	\$120	\$160	\$0
3c Technical Appendices	\$2,600	150	1	\$150	\$125	2	\$250	\$100	8	\$800	\$90	12	\$1,080	\$60	2	\$120	\$160	\$0
3d Production	\$4,720	150	1	\$150	\$125	2	\$250	\$100	28	\$2,800	\$90	16	\$1,440	\$60	8	\$480	\$160	\$0
3e Gen. Prep and Review	\$4,340	150	4	\$600	\$125	8	\$1,000	\$100	16	\$1,600	\$90	10	\$900	\$60	4	\$240	\$160	\$0
3f Presentation	\$2,220	150	8	\$1,200	\$125	4	\$500	\$100	2	\$200	\$90	4	\$320	\$60	2	\$120	\$160	\$0
3g Meetings	\$1,620	150	6	\$900	\$125	4	\$500	\$100	6	\$600	\$90	6	\$540	\$60	2	\$120	\$160	\$0
Sub-Total	\$23,000		\$3,300		\$2,500		\$8,600		\$5,400		\$2,240		\$960		\$0			
Task 4 LOMR Application for Voltaire Canyon, Edmonds, and H & I Tributaries Watersheds																		
3a FIS Model Research	\$2,485	150	2	\$300	\$125	5	\$625	\$100	12	\$1,200	\$90	4	\$360	\$60	2	\$120	\$160	\$0
3b Duplicate Effective Models	\$7,435	150	3	\$450	\$125	3	\$375	\$100	34	\$3,400	\$90	36	\$3,240	\$60	2	\$120	\$160	\$0
3c Corrected Effective Models	\$8,475	150	3	\$450	\$125	3	\$375	\$100	40	\$4,000	\$90	42	\$3,780	\$60	2	\$120	\$160	\$0
3d MT-2 Forms	\$2,980	150	3	\$450	\$125	10	\$1,250	\$100	8	\$800	\$90	4	\$360	\$60	2	\$120	\$160	\$0
3e Digital FIRMS	\$6,135	150	3	\$450	\$125	5	\$625	\$100	8	\$800	\$90	26	\$2,340	\$60	2	\$120	\$160	\$0
3f Application Prep.	\$2,365	150	3	\$450	\$125	5	\$625	\$100	4	\$400	\$90	4	\$360	\$60	6	\$360	\$160	\$0
3g Figures and Tech. Appendices	\$3,935	150	1	\$150	\$125	3	\$375	\$100	6	\$600	\$90	16	\$1,440	\$60	4	\$240	\$160	\$0
Sub-Total	\$33,800		\$1,650		\$4,250		\$11,200		\$12,060		\$3,920		\$720		\$0			
Task 5 LOMR Processing and Coordination																		
3a Application Submittal	\$1,270	150	6	\$750	\$125	12	\$1,500	\$100	4	\$400	\$90	4	\$360	\$60	2	\$120	\$160	\$0
3b Processing & Coord.	\$3,480	150	2	\$300	\$125	12	\$1,500	\$100	12	\$1,200	\$90	4	\$360	\$60	8	\$480	\$160	\$0
3c Review Comments	\$3,710	150	2	\$300	\$125	18	\$2,250	\$100	8	\$800	\$90	4	\$360	\$60	6	\$360	\$160	\$0
3d General Correspondence	\$1,740	150	2	\$300	\$125	8	\$1,000	\$100	2	\$200	\$90	4	\$360	\$60	4	\$240	\$160	\$0
Sub-Total	\$10,200		\$900		\$5,500		\$2,600		\$360		\$0		\$840		\$0			
Task 6 Additional FEMA Floodplain Mapping Coordination																		
3a Misc. Coordination w/HDR	\$5,000	150	10	\$1,500	\$125	12	\$1,500	\$100	14	\$1,400	\$90	4	\$360	\$60	4	\$240	\$160	\$0
3b Meetings	\$1,000	150	4	\$600	\$125	2	\$250	\$100	4	\$400	\$90	4	\$360	\$60	2	\$120	\$160	\$0
Sub-Total	\$6,000		\$2,100		\$1,500		\$1,800		\$360		\$0		\$240		\$0			
Task 7 S. Carson SWS, Stewart St Intersection Area Stormwater Analysis																		
4a Watershed Analysis - Field	\$6,440	150	4	\$600	\$125	12	\$1,500	\$100	24	\$2,400	\$90	18	\$1,620	\$60	4	\$240	\$160	\$0
4b Flow Patterns & Routing	\$7,530	150	8	\$1,200	\$125	18	\$2,250	\$100	22	\$2,200	\$90	12	\$1,080	\$60	10	\$600	\$160	\$0
4c Detailed H & H Modeling	\$26,610	150	16	\$2,400	\$125	34	\$4,250	\$100	96	\$9,600	\$90	108	\$9,720	\$60	8	\$480	\$160	\$0
4d Existing Capacity Analysis	\$23,420	150	12	\$1,800	\$125	40	\$5,000	\$100	108	\$10,800	\$90	54	\$4,860	\$60	12	\$720	\$160	\$0
Sub-Total	\$64,000		\$6,000		\$13,000		\$25,000		\$17,280		\$2,720		\$840		\$0			

EXHIBIT C

PRELIMINARY PROJECT SCHEDULE

Task	Project Schedule																	
	Month #1			Month #2			Month #3			Month #4			Month #5			Month #6		
	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
1	Data Collection, Facility Research, and Topographic Surveying																	
2	SW Regional Hydrologic and Hydraulic Analyses																	
3	SW Regional Hydrologic and Hydraulic Report and Presentation																	
4	LOMR Application for Voltaire Canyon, Edmonds, and H & I Watersheds																	
5*	LOMR Processing and Coordination																	
6	Additional FEMA Floodplain Mapping Coordination																	
7	S. Carson St/S. Stewart St Intersection Area Stormwater Analysis																	

* Note: The timeframe for Task 5 "LOMR Processing and Coordination" with FEMA will extend beyond the preliminary 6-month schedule.

EXHIBIT D

SCHEDULE OF TIME AND MATERIAL RATES FOR 2008

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



SW Carson City Regional Hydrologic Analysis

Presentation Outline

1. Introduction and Purpose of Presentation
2. Carson City Regional Drainage Areas
3. Current FEMA Flood Hazard Zones for Carson City
4. Previous and Ongoing Hydrology Study Areas
5. Proposed SW Carson City Regional Hydrologic Study Area
6. FEMA Flood Hazard Zones – Previous and Recent Restudies
7. FEMA Flood Hazard Zones – To be Restudied with SW Regional Study