Agenda Item No: 10.C



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** April 15, 2021

**Staff Contact:** Carol Akers, Purchasing & Contracts Administration and, Jason Danen, Deputy

**Emergency Manager** 

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 20300291 with

R.O. Anderson Engineering, Inc. for the development of an updated Hazard Mitigation Plan

("HMP") for Carson City, for a not to exceed amount of \$86,340. (Carol Akers;

CAkers@carson.org and Jason Danen, JDanen@carson.org)

Staff Summary: A formal Request for Proposals (RFP 20300291) was released on March 9, 2021 seeking a qualified and experienced consultant to update the City's HMP. R.O. Anderson Engineering, Inc. was selected as the most qualified firm to update the HMP.

Agenda Action: Formal Action / Motion Time Requested: Consent

#### **Proposed Motion**

I move to approve the contract as presented.

#### **Board's Strategic Goal**

Efficient Government

#### **Previous Action**

On March 9, 2021, the Board of Supervisors accepted a Federal Emergency Management Agency ("FEMA") grant in the amount of \$86,340 to update the Carson City HMP for 2021 through 2026.

Previously, on December 19, 2019, the Board of Supervisors authorized Fire Department staff to submit that grant application.

#### Background/Issues & Analysis

The Federal government requires that the HMP be updated every five years. The City's last HMP was completed in August of 2016 and will expire in August of 2021.

This contract is to secure professional services to update the Carson City HMP. The consulting contractors services will, include but are not limited to, data collection, hazard identification, soliciting and incorporating public input, review and analysis of risk and vulnerability assessments, review and analysis of capabilities and mitigation strategies, updating implementation and monitoring process, and final HMP assembly. This update will keep Carson City in compliance with FEMA until August 2026.

A formal Request for Proposals was released on March 9, 2021 and proposals were accepted through 2pm on March 26, 2021. Four proposals were received, and a Review and Selection Committee selected R.O. Anderson Engineering, Inc. as the most qualified applicant for the City's HMP update.

R.O. Anderson Engineering, Inc. was selected above the other firms because they showed the most experience specific to the scope of work, they understand the City's tight timeframe to complete this project, and they made a very aggressive and detailed timetable to accomplish the HMP update. R.O. Anderson Engineering, Inc. is very familiar with the City's State partners and government process, and the proposed bid is within the budget for this contract.

## Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

#### Financial Information

Is there a fiscal impact? Yes

**If yes, account name/number:** Fire Admin Grant Operating Supplies Account 2752505-501225, Project G253021002

Match will likely be paid through in-kind City Labor, however, if needed may also be paid through a transfer from the General Fund to the Grant Fund.

The Hazard Mitigation Plan estimated cost is \$115,000. This grant covers 75% of the cost, \$86,250, and the City is responsible for \$28,750 (25% match); payment of which may run through fiscal year 2022. The match can be "in-kind" labor, however, if 100% of the match is not satisfied with in kind labor, a transfer from the General Fund may be necessary.

#### Is it currently budgeted? Yes

**Explanation of Fiscal Impact:** Account 2752505-501225 will be reduced by a not to exceed amount of \$86,340; the available FY21 budget for this contract is \$115,000.

This grant covers 75% of the cost, \$86,250, and the City is responsible for \$28,750 (25% match); payment of which may run through fiscal year 2022. The match can be "in-kind" labor, however, if 100% of the match is not satisfied with in kind labor, a transfer from the General Fund may be necessary.

#### **Alternatives**

Attachments:

20300291 Draft Contract.pdf

Do not approve the contract and provide alternative direction to staff.

# 

**Title: Carson City Hazard Mitigation Plan** 

THIS CONTRACT is made and entered into this 15<sup>th</sup> day of April 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and R.O. Anderson Engineering, Inc., hereinafter referred to as "CONSULTANT".

#### WITNESSETH:

WHE	EREAS,	the Purchasing	and Cont	racts N	<i>l</i> lanager	for CIT	<b>Y</b> is auth	orized	pursuan	t to Ne	evada	Revised
Statutes (he	reinafter	referred to as	"NRS") 33	2 and	Carson	City Pu	ırchasing	Resolu	ution #1	990-R7	71, to	approve
and accept tl	his Contr	act as set forth	in and by	the foll	lowing pr	ovision	s; and					

**WHEREAS**, this Contract (does involve\_\_\_) (does not involve \_X\_) a "public work" construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

**WHEREAS**, **CONSULTANT'S** compensation under this agreement (does <u>X</u>) (does not <u>\_</u>) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of CONSULTANT for CONTRACT No. 20300291 (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

**NOW, THEREFORE,** in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

#### 1. **REQUIRED APPROVAL**:

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

#### 2. <u>SCOPE OF WORK (Incorporated Contract Documents)</u>:

- 2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".
- 2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.
- 2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only					
CCBL expires					
GL expires					
AL expires					
PL expires					
WC expires					

**Title: Carson City Hazard Mitigation Plan** 

- 2.4 **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**.
- 2.5 **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.
- 2.6 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, it shall bear all the costs arising therefrom.
- 2.7 <u>Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:</u> **(OMITTED)**

#### 2.8 **CITY** Responsibilities:

- 2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.
- 2.8.2 **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.
- 2.8.3 **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**.
- 2.8.4 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**.

#### 3. CONTRACT TERM:

3.1 The term of this Contract begins on April 15, 2021, subject to Carson City Board of Supervisors' approval (anticipated to be April 15, 2021) and ends on December 31, 2021, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

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#### 4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (<a href="www.carson.org">www.carson.org</a>), 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, by 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.

#### 4.2 Notice to **CONSULTANT** shall be addressed to:

Robert Anderson, P.E., CFM, WRS, Principal Engineer R.O. Anderson Engineering, Inc. 1603 Esmeralda Avenue Minden, NV 89423 775-215-5026 randerson@roanderson.com Cc:eashby@roanderson.com

4.3 Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts Department Carol Akers, Purchasing and Contracts Administrator 201 North Carson Street, Suite 2 Carson City, NV 89701 775-283-7362 / FAX 775-887-2286 CAkers@carson.org

#### 5. COMPENSATION:

- 5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in <u>Section 2</u> (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Eighty Six Thousand Three Hundred Forty Dollars and 00/100 (\$86,340.00), and hereinafter referred to as "Contract Sum".
- 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 later date.
- 5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

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#### 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.
- 7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

#### 7.2 <u>Termination for Nonappropriation:</u>

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon CITY'S notice to CONSULTANT of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

#### 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 any 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,

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qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any 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 (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

#### 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 **Subsection 7.5** (Winding Up Affairs Upon Termination) 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; and
  - 7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and
  - 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**; and
  - 7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF

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# PROFESSIONAL SERVICES CONSULTANT AGREEMENT Contract No. 20300291 Title: Careen City Herord Mitigation Plan

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PROPRIETARY INFORMATION).

#### 7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

#### 8. REMEDIES:

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 attorney's 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:

**CITY** will not waive and intends to assert available NRS 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 expressly provided for elsewhere in this Contract. 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:

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. <u>INDEMNIFICATION</u>:

- 11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS 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 Section.
- 11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **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 attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the

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**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 section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

- 11.3 Except as otherwise provided in <u>Subsection 11.5</u> 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:
  - 11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
  - 11.3.2 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.
- 11.4 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.
- 11.5 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 **CONSULTANT**, as 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 **CITY**, except as to the results of the SERVICES, 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**, in addition to <u>Section 11</u> (INDEMNIFICATION), 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 (GENERAL):

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- 13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.
- 13.2 **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.
- 13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.
- 13.4 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.
- 13.5 Insurance Coverage (13.6 through 13.23):
- 13.6 **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 later of:
  - 13.6.1 Final acceptance by CITY of the completion of this Contract; or
  - 13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.
  - 13.6.3 Any insurance or self-insurance available to CITY under its coverage(s) 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.
- 13.7 General Insurance Requirements (13.8 through 13.23):
- 13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.
- 13.9 **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.
- 13.10 **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:
  - 13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.
- 13.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 13.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONSULTANT** shall apply

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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 \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

- 13.13 **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 mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.
- 13.14 **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.
- 13.15 **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 2, Carson City, NV 89701:
- 13.16 **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**.
- 13.17 **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 13.9** (Additional Insured).
- 13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **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 subcontractors, 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.

#### 13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

	13.20.1	Minimum Limits required:			
	13.20.2	Two Million Dollars (\$2,000,000.00) - General Aggregate.			
	13.20.3	Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.			
	13.20.4	One Million Dollars (\$1,000,000.00) - Each Occurrence.			
13.20.5 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					

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**Title: Carson City Hazard Mitigation Plan** 

(including the tort liability of another assumed in a business contract).

#### 13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- 13.21.1 *Minimum Limit required*:
- One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- 13.21.3 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.

#### 13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

- 13.22.1 Minimum Limit required:
- 13.22.2 One Million Dollars (\$1,000,000.00).
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 Discovery period: Three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

#### 13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.
- 13.23.2 **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 NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

#### 14. <u>BUSINESS LICENSE</u>:

- 14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.
- 14.2 The Carson City business license shall continue in force until the later 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.

#### 15. COMPLIANCE WITH LEGAL OBLIGATIONS:

**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 or any 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 NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **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.

**Title: Carson City Hazard Mitigation Plan** 

If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

#### 16. WAIVER OF BREACH:

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.

#### 17. SEVERABILITY:

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.

#### 18. ASSIGNMENT / DELEGATION:

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. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

#### 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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.

#### 20. PUBLIC RECORDS:

Pursuant to NRS 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 NRS 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.

#### 21. CONFIDENTIALITY:

**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.

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**Title: Carson City Hazard Mitigation Plan** 

#### 22. FEDERAL FUNDING:

- 22.1 In the event federal grant funds are used for payment of all or part of this Contract:
- 22.1.1 **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.
- 22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.
- 22.1.3 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.
- 22.1.4 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 Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- 22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, CONSULTANT and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

#### 23. LOBBYING:

- 23.1 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:
  - 23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;
  - 23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - 23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

#### 24. **GENERAL WARRANTY**:

**CONSULTANT** warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar

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**Title: Carson City Hazard Mitigation Plan** 

SERVICES, under the same or similar circumstances, in the State of Nevada.

#### 25. PROPER AUTHORITY:

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 is performed at the sole risk of **CONSULTANT**.

#### 26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a 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 ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work 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.

#### 27. GOVERNING LAW / JURISDICTION:

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.

#### 28. ENTIRE CONTRACT AND MODIFICATION:

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. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**Title: Carson City Hazard Mitigation Plan** 

## 29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

<u>CITY</u> Executive Office Carol Akers, Purchasing & Contracts Administrator	CITY'S LEGAL COUNSEL  Carson City District Attorney
Purchasing and Contracts Department 201 North Carson Street, Suite 2 Carson City, Nevada 89701 Telephone: 775-283-7362 Fax: 775-887-2286 CAkers@carson.org	I have reviewed this Contract and approve as to its legal form.
By: Sheri Russell, Chief Financial Officer	By: Deputy District Attorney
Dated	Dated
CITY'S ORIGINATING DEPARTMENT CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts	
BY: Carol Akers	Project: G253021002 Acct: 2752505-501225
Ву:	
Dated	

#### **PROJECT CONTACT PERSON:**

Jason Danen

Telephone: 775-283- 7668

**Title: Carson City Hazard Mitigation Plan** 

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT BY: Robert Anderson TITLE: P.E., CFM, WRS, Principal Engineer FIRM: R.O. Anderson Engineering, Inc. CARSON CITY BUSINESS LICENSE #: BL-004869-2020 Address: 1603 Esmeralda Avenue City: Minden State: NV Zip Code: 89423 Telephone: 775-215-5026 E-mail Address: randerson@roanderson.com	
(Signature of Consultant)	
DATED	
STATE OF) )ss	
County of)	
Signed and sworn (or affirmed before me on thisday of	, 20
(Signature of Notary)	
(Notary Stamp)	

**Title: Carson City Hazard Mitigation Plan** 

#### **CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 15, 2021 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300291**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

	CARSON CITY, NEVADA
	LORI BAGWELL, MAYOR
ATTEST:	DATED this 15 <sup>th</sup> day of April 2021.
AUBREY ROWLATT, CLERK-RECORDER	
DATED this 15 <sup>th</sup> day of April 2021.	

**Title: Carson City Hazard Mitigation Plan** 

### **SAMPLE INVOICE**

Invoice Date:	er: :				
Invoice shall b	e submitted to:				
		arson.org			
Line Item #	Description		Unit Cost	Units Completed	Total \$\$
			T	otal for this invoice	
= contract sum Less this invoi	oreviously billed n prior to this invoice	\$		<del></del>	

**ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES** 

Page **17** of **17** (Professional Services Consultant Agreement)

# Carson City Hazard Mitigation Plan RFP 20300291

R.O. Anderson Engineering, Inc.

1603 Esmeralda Avenue Minden, Nevada 89423 Phone: 775.782.2322

DUNS: 797914777

Project Manager: Elizabeth Ashby eashby@roanderson.com 775.392.1601

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#### PROJECT EXPERIENCE

R.O. Anderson Engineering, Inc. (ROA) is an established and experienced professional services firm specializing in civil engineering, hydrology and hydraulics, land surveying, land use planning, site development, landscape architecture, residential design, and water resources. Now in our 32<sup>nd</sup> year of operation, we are a boutique consulting firm with equal focus on public agencies and private land development. We maintain a current staffing level of 35, including five professional civil engineers, three planners, one professional land surveyor, one residential designer, one landscape architect, and twenty four support staff, many of whom also have degrees or formal education in their field. Our main office is in downtown Minden, Nevada. The firm also has a branch office in Reno, Nevada.

This project will be undertaken and managed by Elizabeth Ashby, former Grants and Projects Analyst and State Hazard Mitigation Officer (SHMO) for the State of Nevada. In these roles and others at a variety of State of Nevada agencies, she has developed an extensive understanding of FEMA policies as well as strong skills in managing complex projects. These strengths make her exceptionally well qualified to serve as the Project Manager for the Carson City 2021 Hazard Mitigation Plan (HMP) Update. Contact information for Ms. Ashby follows below.

## Elizabeth Ashby Senior Hazard Mitigation Planner

R.O. Anderson Engineering, Inc. 1603 Esmeralda Avenue Minden, Nevada 89423 Phone: 775.392.1601

Email: eashby@roanderson.com

We believe that under Ms. Ashby's leadership, the ROA team is uniquely qualified to ensure the Carson City Hazard Mitigation Plan (HMP) Update meets or exceeds State and Federal Emergency Management (FEMA) requirements.

#### ROA understands the hazards in Nevada.

For over 30 years, ROA has assisted a broad range of government agencies and municipalities in Nevada to meet their community needs for storm water design, roadways, water and wastewater, parks, open space, energy efficiency/clean energy, economic development, capital improvements, environmental, policy development, land use planning and resource conservation. Our Nevada presence and experiences, particularly related to floodplains and planning, allow us to assist our clients in prioritizing hazard mitigation efforts and developing strategies to prevent loss of life and property, as well as protection of critical infrastructure.

 ROA has current knowledge of FEMA State and Local Mitigation Planning Guidance and documented experience in Nevada Hazard Mitigation Plan Preparation.

Over the last two years, the ROA Hazard Mitigation Planning Group prepared the Scotts Valley Multi-Tribal Hazard Mitigation Plan (MTHMP) for five tribes in Lake



County, California. The plan is the nation's first multi-tribal hazard mitigation plan. The team coordinated the establishment of a Steering Committee, facilitated inperson and virtual meetings (due to COVID), collected data and input from Tribal representatives and the Tribal communities, supported public outreach, and prepared the Hazard Mitigation Plan as well as a Tribe-Specific Annex for each participating community.

As the Project Manager, Ms. Ashby worked with each Tribe's representative/s to finalize the plan. Her intimate knowledge of FEMA State and Local Mitigation Planning, grounded in her experience as the SHMO for Nevada and her recent leadership of the Scotts MTHMP, she is well prepared to facilitate the timely completion of the Carson City plan update.

### ROA has proven expertise in comprehensive planning, stakeholder, and public engagement strategies.

The ROA lead for this plan update, Ms. Ashby, brings exceptional experience working for a variety of Nevada State agencies. While at the Division of Emergency Management, she developed the first state hazard mitigation strategic plan for the State of Nevada. In this role, she also reviewed local plans from throughout the state for compliance with federal requirements prior to submitting them for FEMA's review and approval. Her recent experience preparing the Scotts Valley MTHMP tapped this expertise and brought her up to date on the most current FEMA tools, policies, and opportunities. She has also facilitated numerous workshops on FEMA's hazard mitigation program, planning, grant application, and grant management.

#### ROA has a team that works efficiently and adds value to the stated deliverables.

ROA is prepared to immediately proceed with the HMP in order to complete the required updates in a tight eight- to ten-week window. The ROA team's very recent experience completing and submitting the Scotts Valley MTHMP and receiving final approval with a minimal number of changes shows they are poised to take this task to the finish line within a tight timeframe. The ROA Project Manager's past experience reviewing plans throughout the State of Nevada will help efficiently ensure Carson City's plan is in conformation with the State of Nevada format and FEMA requirements. The team is also knowledgeable of the sources available through federal, state, and local entities for obtaining the data needed for risk assessment. Located in close proximity to Carson City, the ROA team brings the flexibility to adjust the project schedule as needed in order to meet the aggressive timeframe.

#### Providing a team that has worked successfully with a range of jurisdictions in Nevada and California.

ROA has been involved and invested in hazard mitigation planning. We have staff dedicated specifically to hazard mitigation planning. Our staff regularly attends the FEMA Region IX Hazard Mitigation Planning Meetings and Nevada's Hazard Mitigation program training. This involvement has allowed us to establish strong working relationships with FEMA Region IX and Nevada Division of Emergency Management.



We encourage you to contact our references included with the project experience samples below.

In the following table, we have highlighted select hazard mitigation planning and projects performed for State and local governmental agencies within the last 5 years which we believe demonstrate the capabilities of our current team to assist Carson City with the update to the HMP.

These projects are also described in the project descriptions that follow below.

**Table 1: Project Experience** 

	Scotts Valley Band of Pomo Indians Multi-Tribal Hazard Mitigation Plan Lake County, CA	Alpine County Multi- Jurisdictional Hazard Mitigation Plan Alpine County, CA	Carson City Hazard Mitigation Plan Update Carson City, NV
Hazard Mitigation Plan Preparation	Х	Х	Х
Knowledge of FEMA State and Local Mitigation Planning	Х	X	X
Stakeholder Collaboration and Communication	Χ	Χ	Χ
Outreach Planning and Support	Χ	X	Χ
Meeting Facilitation	Χ	Χ	Χ
GIS Mapping	Χ		
Collection, Validation, & Analysis of Multiple Data Sources	X	X	Χ
Risk Assessment & Vulnerability Analysis	Χ	Х	Χ
Technical Writing Skills	Χ	X	Χ
Custom Monitoring & Maintenance Materials	Χ	Χ	Χ



### Scotts Valley Band of Pomo Indians Multi-Tribal Hazard Mitigation Plan

Client: Scotts Valley Band of Pomo Indians Location: Lakeport, California

Contacts: Patty Franklin, Tribal Project Coordinator, 707.533.2876, patty.franklin@sv-

nsn.gov

Construction Cost: NA Consultant Fee: \$169,000

Key Personnel: Elizabeth Ashby, Senior Hazard Mitigation Planner; Kate Cunningham,

Associate Planner; Keith Ruben, Project Oversight and Billing Management

Period of Performance: 2019 to 2021

In the spring of 2019, R.O. Anderson was invited to offer a proposal to assist five Tribes in Lake County, California with the preparation of the nation's first multi-tribal hazard mitigation plan. Upon selection, the firm worked with the Tribal Project Coordinator, Patty Franklin, to establish a budget and timeline for the project.

The Plan was prepared in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or the Act), 42 U.S.C. 5165,



Figure 1: Sample Slide
MTHMP Planning Team Meeting 1

enacted under Sec. 104 the Disaster Mitigation Act of 2000 (DMA 2000), Public Law 106-390 of October 30, 2000. This plan identifies hazard mitigation actions intended to eliminate or reduce the effects of future disasters throughout the jurisdiction of Scotts Valley Band of Pomo Indians, Big Valley Band of Pomo Indians, Elem Indian Colony, Habematolel Pomo of Upper Lake, and Robinson Rancheria of Pomo Indians.

Just as the process got underway in the fall of 2019, the Tribes experienced a series of Public Safety Power Shutoffs (PSPS) initiated by Pacific Gas & Electric (PG&E) and then, in 2020, the Coronavirus-19 (COVID-19) outbreak arrived. These experiences brought new focus to the Tribal communities. This awareness informed the mitigation strategies identified by several Tribes, including their inclusion of emergency preparedness plans, increased resources for existing or proposed shelters, and better methods for distributing information during a crisis.

In addition to raising awareness about these hazards, the events presented challenges to public outreach and the planning process. Planned public meetings originally scheduled during the PSPS in October 2019 were rescheduled for December. In March of 2020, travel restrictions in place due to the COVID-19 outbreak required that the HMP Planning Team Mitigation Strategy meetings—scheduled over two days—be hosted virtually. Public outreach continued through expanded virtual engagement; however, the number of public participants declined. That said, those who continued to be involved demonstrated a heightened awareness of the potential impacts of these hazard events.

The scheduled meetings with each Tribe for final input on the plan were also impacted by the COVID-19 outbreak. Outdoor meetings were initially planned for some locations

while others planned to host meetings in large conference rooms with social distancing. However, when new cases were identified in three of the five Tribes in July, a decision was made to host the meetings virtually.

To expand the outreach and opportunities for feedback, a survey was circulated in electronic and paper form to all Tribes, and the Tribes had the option of hosting more than one virtual meeting to accommodate the needs of their community.

#### Alpine County Multi-Jurisdictional HMP Update

Client: Alpine County Location: Alpine County, California

Contacts: Zach Wood, Planner III: 530.694.1371, zwood@alpinecountyca.gov

Construction Cost: NA Consultant Fee: \$85,998

Key Personnel: Keith Ruben, AICP, MBA, Project Oversight and Final Approval

Period of Performance: 2015 to 2017







In March of 2015, Alpine County selected R.O. Anderson to assist with the update of the existing Alpine County Hazard Mitigation Plan. In 2016, the County requested a Change of Scope to include four annexes in the updated plan.

The annexes incorporated the Alpine County Unified School District and Office of Education, Bear Valley Water District, Kirkwood Meadows Public Utility District, and Markleeville

Public Utility. The initial effort was led by Stephanie Hicks, Director of Hazard Mitigation Planning for R.O. Anderson Engineering. In 2016, when Ms. Hicks transitioned to a position with Carson City, the development of the plan continued under others. In the fall of 2017, Keith Ruben, Director of Planning, took the lead role in finalizing the plan and reviewed Cal OES comments, responded to comments, worked on quarterly reports, and participated in the final review of the document.



### **Carson City Hazard Mitigation Plan Update**

Client: Carson City Emergency Management, Dave Ruben Location: Carson City

Contacts: Dave Ruben, Fire Marshall, 775.283.7153

Construction Cost: NA Consultant Fee: \$99,000

**Key Personnel:** Marie Hulse, PLA, CPESC **Period of Performance:** 2015 to 2016

In February of 2015, Carson City Emergency Management and Fire Department retained R.O. Anderson Engineering to prepare an update to the Carson City Hazard Mitigation Plan. With ongoing coordination with the Carson City Deputy Emergency Manager, R.O. Anderson facilitated Planning meetings and subcommittee workshops to review and update each section of the plan. The Planning Committee was made up of approximately 51 members. Therefore, R.O. Anderson assisted in the formation of smaller hazard subcommittees to review and validate each of the hazard profiles and mitigation action items.

The ROA Consultant was also responsible for researching, collecting, and reviewing technical data pertaining to the identified hazards. In addition, the ROA Consultant coordinated with Douglas County GIS for hazard mapping of critical facilities and analysis of the City's vulnerability to each specific hazard. ROA services also included facilitating the establishment of goals and actions for mitigation as well as development of a maintenance plan. Outreach efforts led by the ROA team included an online public questionnaire that utilized a QR Code to link the public to a web-based survey via various website postings.

The draft plan was made available for public review on Carson City's Emergency Management website. R.O. Anderson facilitated a public workshop during the month of October, Earthquake Preparedness month. Approximately 25 people were in attendance. Following input from the public and Planning Committee members, the plan was forwarded to the Nevada Division of Emergency Management for review prior to submittal to FEMA.

The plan was approved by FEMA and adopted by the City.

In 2016, Stephanie Hicks, AICP, CFM, was the Director of Hazard Mitigation for R.O. Anderson Engineering and led this effort. Her work on this 2015 to 2016 project provided a foundation for building the Scotts Valley Band of Pomo Indians Multi-Tribal Hazard Mitigation Plan. The current team has studied and benefited from the tools, plans, timelines, and other resources she established. Ms. Hulse, PLA, prepared handouts, tables, and exhibits for use in meetings and for integration in the final document.

#### PROJECT TEAM

All project tasks will be initiated and managed under the responsible charge of the Project Manager, Elizabeth Ashby, Senior Hazard Mitigation Planner. Ms. Ashby's unique experience as the Nevada Senior Hazard Mitigation Officer (SHMO) makes her exceptionally well qualified to serve as the Project Manager for this plan update.



Ms. Ashby led the ROA Hazard Mitigation Planning Team through the process of preparing the nation's first Multi-Tribal Hazard Mitigation Plans. She supported each Tribe's coordination with FEMA and led numerous workshops both in person and remotely. She also led monthly Steering Committee meetings during which she assisted Tribal representatives with understanding the process while also accommodating the unique concerns and values of the Tribal communities. She prepared tracking forms for each Tribe's lead representative to assist him or her with the timely submittal of requested documents and information. In addition to her hazard mitigation planning experience, Ms. Ashby has successfully assisted public entities in Nevada seeking grant funding for needed infrastructure and planning.

As the Project Manager, Ms. Ashby will be responsible for ensuring that each task is assigned to the best and most appropriate team member, for regularly communicating progress to the Carson City Emergency Manager, and timely delivery of the agreed-upon deliverables for each respective task. This approach ensures that each project is handled consistently by one point of contact between the City and the ROA team providing greater accountability and client service for each project.

In addition, Keith Ruben, AICP, MBA, Director of Planning and Human Resources, will act as the quality control agent for the project. Ms. Ashby will direct the planning effort including public outreach, hazard identification and vulnerability assessment, developing mitigation measures, and drafting of the hazard mitigation plan. Ms. Ashby will be supported by an Associate Planner and will have access to a variety of subject matter experts as well as administrative and technical support staff, to ensure that this project is properly and timely executed.

Resumes for key personnel are provided on the following pages.

Table 2: Team Commitment & Availability to Project

Key Personnel / Role in the Project	% Time	No. of Weeks
Elizabeth Ashby, Project Manager	95%	Weeks 2.5 to 12, beyond as needed
Kate Cunningham, Analyst	70%	Weeks 1 to 12, beyond as needed
Eric Herron, GIS Specialist	35%	Weeks 1 to 7, beyond as needed
Marie Hulse, P.L.A. CPESC	50%	Weeks 1 to 12, beyond as needed
Keith Ruben, Project Oversight and Billing	25%	Life of the project
Other Administrative Assistance	As needed	As needed

The Project Manager will be available for consultation from April 16 to April 28. Beginning April 29, her time will be primarily assigned to the Carson City HMP. Other staff are available as outlined in the table above. These key members will flex their time to complete work products that meet the expectations of the planned schedule.



## Elizabeth Ashby, Senior Hazard Mitigation Planner Project Role: Project Manager



**Years of Experience:** 20+ total, one with current firm

**Education:** Bachelor of Science, Computer Programming:

Instituto Tecnológico de Querétaro

**Professional Affiliations:** APA Member: No. 386677

**Practice:** Senior Hazard Mitigation Planner for R.O. Anderson Engineering, 2019 to 2020; 19 years of experience as an

administrator for various Divisions of the State of Nevada

Elizabeth Ashby brings 13 years of experience working in the Division of Emergency Management (DEM) for the State of Nevada where she was the Grants and Projects Analyst from 2000 to 2002 and the State Hazard Mitigation Officer (SHMO) from 2002 to 2014. As an administrator within the DEM, Ms. Ashby supported response, recovery, preparedness, and mitigation activities statewide. She also administered the hazard mitigation program for the State of Nevada and developed the state's first hazard mitigation strategic plan. In this role, she was responsible for reviewing local plans statewide and ensuring compliance with Federal requirements. As Grants and Projects Analyst for the Office of Criminal Justice Assistance from 2014 to 2016, she administered federal funds for state, local, and tribal law enforcement activities and assisted with fiscal management. In 2016, she moved to the Office of Grant Procurement, Coordination and Management as the agency's Senior Executive Grant Analyst. In August of 2019, she joined R.O. Anderson Engineering and led the development of the Scotts Valley Band of Pomo Indians Multi-Tribal Hazard Mitigation Plan. The plan was submitted in October of 2020 and approved in January 2021.

#### **Select Project Experience**

#### Scotts Valley Band of Pomo Indians Multi-Tribal Hazard Mitigation Plan: 2019 to 2021

In August of 2019, Ms. Ashby joined the ROA team as the project manager for this unprecedented effort and participated in the first public meeting with the five Tribes and other public officials and representatives. Three of the five Tribes did not have an existing plan in place. Her experience working closely with FEMA was instrumental in keeping the project on track and on target. She led efforts to collect information from the five Tribes, creating custom tracking sheets for each Tribe's response status as well as tools and resources to guide the Tribes through the process. She led the Steering Committee, where each Tribe was represented by the Environmental Director and/or additional staff invited by the Steering Committee representative to participate. She established monthly Steering Committee meetings and weekly phone check-ins with the Tribal Project Coordinator.



Ms. Ashby outlined and managed the project goals while guiding a process hampered by hazards. In October of 2019, a Public Service Power Shutoff (PSPS) initiated by PG&E required that a planned in-person meeting be rescheduled. The community was also impacted by wildfires—and the smoke that comes with it.

When COVID restrictions took hold in March of 2020, planned public meetings for discussing mitigation actions and strategies became conference calls with Tribal representatives as identified and invited by each Steering Committee member. These meetings were often hampered by poor internet access for Tribal representatives working from home in remote areas. Throughout these challenges, Ms. Ashby kept the project moving forward and submitted the plan to FEMA on October 28, 2020, just three days later than the revised timeline provided to the Tribes on October 14, 2019.



Kate Cunningham, MA, Associate Planner Project Role: Analyst



**Years of Experience:** 5.5 years of planning experience, all with current firm; 20+ years of experience as an instructor and administrator for community college and university students and programs

Education: BA, English: UC Davis, 1996; MA, English: UC Davis,

2000

Professional Affiliations: APA Member: No. 361766

**Training:** UC Davis Extension: Community Engagement and

Communication in Planning, 2018

Ms. Cunningham joined the firm in 2016 with a background in university-level program administration and instruction. Her work at UC Davis included designing and delivering workshops, facilitating discussion sections, teaching composition, writing program materials and policies, and presenting before hundreds of students, faculty, and parents. As the Program Manager for UC Davis Summer Abroad, she prepared and implemented marketing plans that relied on multiple strategies for outreach. Her research, writing, organizational, strategic planning, and presentation skills transitioned readily to the work of preparing the Scotts Valley Band of Pomo Indians Multi-Tribal Hazard Mitigation Plan, submitted in October of 2020 and approved in January of 2021. In 2018, she completed "Community Engagement and Communication in Planning," offered through UC Davis Extension and has since presented at Town of Minden, Town of Gardnerville, and Douglas County meetings, in person and virtually. At R.O. Anderson Engineering, she prepares proposals for individual clients as well as public bids and provides planning support for surveying and engineering efforts by preparing submittal items and coordinating with stakeholders.

#### **Select Project Experience**

#### Scotts Valley Band of Pomo Indians Multi-Tribal Hazard Mitigation Plans | 2019 – 2021

In the spring of 2019, R.O. Anderson Engineering was selected to assist five tribes in Lake County, California with the preparation of one of the nation's first multi-tribal hazard mitigation plans. Ms. Cunningham initiated the strategy for the project launch, assembling the Steering Committee and coordinating with Steering Committee members to identify and invite tribal members and representatives as well as experts from public agencies to form to the MTHMP Planning Team. Throughout the process, she prepared press releases and flyers as well as PowerPoint presentations and meeting handouts. She participated in public meetings and drafted hazard profiles, community descriptions, select annexes, and other sections of the final documents. In addition, she managed the collection, evaluation, and documentation of Tribal properties not reflected in Lake County data. She also reviewed, edited, and crosschecked documents for accuracy and consistency, compiled the Resources list, and organized and updated the print version of the MTHMP, Annexes, and Appendices.



Eric Herron, Senior Hydraulic Analyst Project Role: GIS & Hazus Services



Years of Experience: 34 total, 21 with current firm

Education: Associate of Science from Western Nevada

College, Fall 2020

**GISP Certification**: in progress

Undergraduate Civil Engineering Coursework: Sacramento

City College, Western Nevada College

Mr. Herron's experience includes an extensive range of civil engineering, planning, design, and AutoCAD/Civil 3D mapping projects within the California, Illinois, and Nevada Regions. His areas of expertise include drafting and design of projects for the ROA Commercial-Institutional, Residential, Riverine, Water-Wastewater, and Hydrology and Hydraulics focus areas. His ESRI ArcGIS Training, GISP certification progress, and Project Work proficiency, allows him to evaluate large datasets and prepare detailed result mapping. As a two-dimensional flood hydraulic modeler, Mr. Herron builds complex data input files and evaluates model results with the use of AutoCAD, ESRI ArcGIS, 3D Analysist, Spatial Analyst, and Microsoft Excel. Additionally, Mr. Herron has the ability to write custom programs to improve project performance. Eric has received training from numerous organizations throughout his career, including college level math, science, physics and computer science classes, which recently culminated in a WNC Associate of Science degree in furtherance of his GISP certification process. His greater influence and training have come from working closely with and learning from professional level staff and from on-the-job training over an extensive period of time.

#### **Select Project Experience**

### Scotts Valley Band of Pomo Indians Multi-Tribal Hazard Mitigation Plans | 2019 – 2021

For this project, Mr. Herron coordinated with Lake County to obtain data and used this resource to create a master map identifying the property owned by each of the five participating Tribes and presented these base maps under a variety of different layers, including street maps, topography, FEMA flood data, aerial images, CalFire mapping, cyanotoxin index, and others. Using parcel and building footprint data from the County, Mr. Herron created a GIS Web Mapping tool to facilitate review of Tribal structures. This tool allowed the ROA team to collaborate with individual Tribes and reconcile Google Earth Imagery with Assessor/Tribal GIS structures for each parcel of interest. This tool also had a convenient measuring feature to assist with approximating new building measurements and areas. These efforts were necessary because all relevant Tribal information was not available from the County. These tools were essential to the evaluation of the risk and vulnerability associated with Tribal assets including offices, residences, community centers, and cultural assets.



#### FEMA CLOMR/LOMR Hydraulic Modeling

2007 to 2021: Pinenut Creek, Buckeye Creek, Airport Wash, Buckbrush Wash, Pinenut Mountain Watershed Flood Studies, Douglas County, Nevada. Senior Hydraulic Analyst.

Assisted the Director of Hydrology and Hydraulics perform detailed hydrologic analysis of upper watershed, hydraulics of main channel, and downstream active portions of the alluvial fan, as was required to develop FEMA Conditional regular Letter of Map Revisions, and for other projects related to flood analysis studies. Significant Modeling, GIS Raster Processing and Mapping.

August 2018 to December 2018: Lemmon Valley, Swan Lake Watershed, Washoe County, Nevada. Senior Hydraulic Analyst.

Assisted Director of Hydrology and Hydraulics perform detailed hydrologic analysis of watershed with the use of remote sensing Landsat Satellite data. Developed historical data progression of impervious areas. Significant Modeling, GIS Raster Processing and Mapping.

Marie Hulse, PLA, CPESC Project Role: Mapping & Exhibits



**Years Experience:** 17 total, 17 with R.O. Anderson **Education:** B.A. — Landscape Architecture, University of Idaho at Moscow (2004)

**Professional Registration / Certification:** Landscape Architect: Nevada, No. 836; Idaho, No. LA-16580; Montana, No. 271, California, No. 5957, Alaska, No. 147561, Certified Professional in Erosion and Sediment Control: No. 5649

**Professional Affiliations:** American Society of Landscape Architects, Associate Member, International Erosion Control Association Member, Western Chapter. American Society of Landscape Architect, Nevada Chapter.

Ms. Hulse is recognized within the firm for her wide variety of skills in landscape design, erosion control and revegetation plans, land-use planning, public outreach, and graphic design. As a part of her design experience, she routinely prepares site designs, construction drawings, and presentation graphics for a range of large and small scale landscape, irrigation, erosion control, planning, and site design projects.

Ms. Hulse has 7 years of experience as a part of the RO Anderson Engineering Hazard Mitigation Planning Team. Ms. Hulse's 17 years of experience in land use planning, landscape architecture, public outreach, and graphic design is utilized in the production of technical documents, facilitation of public outreach events, creation and administration of online surveys, data collection and processing, and project team coordination.

For the 2016 Carson City Hazard Mitigation Plan Update, Ms. Hulse prepared documents and exhibits for meetings and for integration in the final document.



## Keith Ruben, AICP, MBA, Director of Planning & Human Resources Project Role: QA/QC & Billing



Years Experience: 32 total, 24 with current firm

**Education:** Master's in business administration: University of Nevada, Reno, 1996; BA: California State University at San Bernardino, 1984; Successful CEQA Compliance, UC Davis Extension, 2010; NEPA Overview and Refresher Course, UC Davis Extension, 2010

## Professional Registration / Certification:

American Institute of Certified Planners: No. 11707 (1996)

**Professional Affiliations:** American Planning Association

**Practice:** R.O. Anderson Engineering, Minden, NV: 1997 to present; Douglas County, NV Community Development: 1991 to 1997; Riverside County, CA Planning Department, 1989 to 1991

Mr. Ruben is an accomplished land use planner who specializes in the planning and entitlement of well-integrated community plans in sensitive environments. His work includes the evaluation of environmental, physical, and administrative constraints; development of alternative land use plans; preparation of design guidelines and land use ordinances; and the presentation of plan elements to public decision-makers of all levels. Prior to joining R.O. Anderson, he was a Senior Planner for Douglas County, Nevada, where he worked extensively on the preparation and implementation of the County's 1996 Master Plan, as well as the County's Consolidated Development Code and the Lake Tahoe Community Plans. He has served as Planning Commissioner for Tahoe Regional Planning Agency's Advisory Panel and as an alternate for TRPA's Governing Board. Mr. Ruben also provides project leadership for difficult, sensitive, innovative, or critical projects.

#### **Select Project Experience**

## Scotts Valley Band of Pomo Indians Multi-Tribal Hazard Mitigation Plan | 2019 – 2021

As the Director of Planning at R.O. Anderson Engineering, Mr. Ruben provided oversight for the development of the plan and associated annexes. He participated in the initial MTHMP Planning Team meeting as a facilitator for one of five breakout groups and coordinated with the Tribal Project Manager for the Scotts Valley Band of Pomo Indians who was the project lead.

#### Alpine County Hazard Mitigation Plan | 2015 to 2020

ROA was initially selected to prepare a Hazard Mitigation Plan (HMP) for Alpine County in 2015. In 2017, the County requested a Change of Scope to include an Annex for four additional entities. These additions delayed the completion of the HMP which was approved in August of 2018. As the Project and Department Manager, Mr. Ruben was responsible for managing the final submittal of the updated plan and annexes.



#### PROJECT APPROACH

## **Project Goals & Priorities**

The primary goal of the Carson City Hazard Mitigation Plan (HMP) Update is to reduce the loss of life, personal injury, and damage to property, infrastructure, and natural, cultural and economic resources in the event of a natural disaster. Communities that have mitigation plans are better able to identify and articulate their needs to state and federal officials when funding becomes available, particularly following a disaster. Communities with mitigation plans in place can begin the recovery process more quickly when a disaster occurs. Furthermore, by having established priorities ahead of time, states and communities are better able to identify technical and financial resources outside traditional venues.

Carson City completed its previous hazard mitigation plan update in August of 2016 which enhanced the City's capability for making homes, businesses, and communities as safe as possible from the impacts of earthquake, floods, drought, and other natural hazards.

In addition to accomplishing the updates described in the Work Plan below, our approach for this 2021 update will be to align the language, content, and focus of the plan to reflect FEMA's current practices with a particular emphasis on developing mitigation activities and strategies that align with Building Resilient Infrastructure Communities (BRIC), FEMA's new pre-disaster funding program launched in January of 2021.

We understand that Carson City also intends to update the existing plan to include level 2 vulnerability assessment for earthquakes and flood hazards as well as planning level Benefit-Cost assessment for mitigation action prioritization.

These strategies will integrate well with the general goals below.

- Protect life and property by reducing the potential for future damages and economic losses that result from natural hazards.
- Qualify for additional grant funding, in both the pre-disaster and post-disaster environment.
- Provide quick recovery and redevelopment following future disasters.
- Integrate existing flood mitigation documents.
- Demonstrate a firm local commitment to hazard mitigation principles
- Comply with state and federal legislative requirements tied to local hazard mitigation planning.

In addition to the key components outlined in the Work Plan below, we propose the following primary objectives for this third update to the Carson City Hazard Mitigation Plan.

 Update current risk, vulnerability, and strategy to reflect any changes that have occurred during the five years of the current plan.



- Determine current capabilities and resources to identify new or revise existing strategies.
- Define outcomes of implemented mitigation activities and evaluate the feasibility and validity of non-implemented activities.

The ROA team recognizes their responsibility for the following essential tasks.

- Update the HMP.
- Incorporate new data from FEMA, NOAA, University of Nevada Reno, Desert Research Institute, and other sources as needed.
- Conduct public workshop; consider and address public input.
- Prioritize and identify natural and manmade hazards that could occur in the region: acts of terrorism, avalanche, drought, earthquake, flooding, hazardous materials events, infectious disease, landslides, severe weather, utility loss, volcanic activity, and wildland fires. Consider adding climate change and discuss other potential new approaches to hazard analysis.
- Evaluate vulnerability for structures and population.
- Assess human, technical, and legal and regulatory resources available for hazard mitigation planning.
- Document status for current, ongoing, and completed mitigation projects (capability assessment).
- Assess current mitigation measures.
- Identify and evaluate potential mitigation measures that could be implemented to reduce risk and vulnerability for the high and medium ranked hazards.
- Develop response strategies to address hazard mitigation.
- Identify and recommend future mitigation actions.
- Manage compliance with the requirements of the Disaster Mitigation Act of 2000.
- Secure final approval by Nevada Division of Emergency Management and FEMA within the required five-year expiration period.
- Facilitate adoption of the HMP by the Carson City Board of Supervisors.

#### Methodology

The HMP update requires an open public involvement process and an opportunity for the public to comment on the HMP during the drafting stage and prior to plan approval. With assistance from the ROA team, Carson City will identify and invite members of the advisory body, known as the HMP Planning Team, and appoint any new members necessary.

Members may consist of staff from the Local Emergency Planning Committee (LEPC) and relevant City agencies as well as representatives of the Washoe Tribe of Nevada and California, Western Nevada College, and Carson City School District. In addition, participation from neighboring communities including local and regional agencies participating in hazard mitigation activities as well as state and federal agencies that



have the authority to regulate development will be welcome. HMP Planning Team members may also come from the Chamber of Commerce, businesses, academia, other private and non-profit interests, and the University of Nevada, Reno.

To achieve outreach goals, a strategic plan will be developed to include a public workshop, proposed in the timeline below as occurring in April concurrently with the first HMP Planning Team meeting. The strategy will also engage the community through multiple avenues, as discussed under Section 1.5 below.

To accelerate engagement, the ROA team may interview responsible municipal staff to fully understand the City's current concerns about specific hazards and how best to mitigate them. In addition, appropriate existing plans, studies, reports, and technical information will be identified and reviewed for incorporation in the updated HMP.

The HMP Planning Team will rank and evaluate the current list of twelve hazards: acts of violence, avalanche, drought, earthquake, flooding, hazardous materials events, infectious disease, landslide, severe weather, utility loss, volcanic activity, and wildland fire. The team will review and validate or re-prioritize the region's hazards as well as consider the potential need for additional hazards. The HMP Planning Team will evaluate existing mitigation strategies and propose modifications for inclusion in the updated plan. The ROA team will provide FEMA-based forms and tools to facilitate this review.

R.O. Anderson will facilitate the meetings, public workshop, and HMP review process and will also document and address comments made by the Planning Committee during the HMP review process.

During the contract period, working directly with the Carson City Emergency Manager and the HMP Planning Team, the ROA team will review and update demographic information for Carson City and participant communities, including population statistics derived from US Census, and gather land areas statistics from City resources. Other information in the City and community profiles will be updated if necessary, including history, physical settings, land use patterns, and development trends. ROA will also assist in the collection and analysis of data regarding hazards, risks, and mitigation strategies.

ROA will provide drafts for review to the HMP Planning Team and the Nevada DEM which will include all sections required by FEMA and community input. The HMP will be submitted to the State and FEMA for review and approval. Upon approval from FEMA, ROA will prepare and provide the final HMP to the Carson City Emergency Manager and the Planning Committee for their use in posting and distributing the document.

#### **Work Plan**

Upon authorization to proceed, the ROA team will immediately commence activities to organize and implement the project. Based on our understanding of the tasks required to complete the project objectives, we offer the following scope of services for your consideration. The proposed approach may require modification as needed based on initial discussions with County staff and as the project progresses.



## 1.0 Planning, Resource Assessment, and Outreach

Elizabeth Ashby, Project Manager, will be the lead and primary point of contact for this effort. In this role, she will be responsible for the overall project management, coordination, and the timely completion of the updated plan. The first phase in the development for the Carson City Hazard Mitigation Plan will be to identify and organize resources. This task has the following primary objectives.

- 1.1 Project Kick-Off Meeting (Scoping): The ROA team will facilitate an initial meeting to confirm and seek concurrence on the purpose of the HMP and to define and/or refine the scope and schedule. The meeting will review project goals, objectives, and any limitations. At this early meeting, we will also confirm HMP Planning Team membership, from within Carson City as well as those from other public and private organizations. We also anticipate that at this initial meeting, staff from Carson City and DEM will make available any existing documentation including notes from the monitoring and maintenance efforts completed over the last five years.
- 1.2 Formation of Local Hazard Mitigation HMP Planning Team & Data Collection: Under this task, the ROA team will prepare an invitation for distribution to the HMP Planning Team members identified in Task 1.1 above. The HMP Planning Team will include Carson City's Emergency Manager and R.O. Anderson representatives as well as individuals with relevant experience (such as first responders) as well as others with technical expertise and/or historical information needed for the effective development of the plan. This team will meet four times to guide the development of the deliverables.

### 1.3 Data Collection and Integration

- 1.3.1 ROA will coordinate the City's Public Works, GIS, and Planning Departments to collect and review new technical data, including demographics, existing plans (including master plan), building codes, and copies of land use and floodplain maps pertaining to identified hazards.
- 1.3.2 ROA will collect University of Nevada, Reno, Bureau of Mines and Geology updated level 2 earthquake analysis to be included in the plan.
- 1.3.3 U.S. Census data, city statistics, and other relevant data will be collected and integrated into the Community Profile.
- 1.3.4 As information is gathered, edits and additions will be made to the developing plan.
- **1.4 Hazard Identification and Profiling**: Working closely with the HMP Planning Team, ROA will provide the following services.
  - 1.4.1 Review and analyze hazards identified in the current State of Nevada Hazard Mitigation Plan.



- 1.4.2 Review and analyze the hazards identified in the existing Carson City Hazard Mitigation Plan. Research records in NOAA, FEMA, and other sources to bring the record of events for each hazard up to date. Include notes from the HMP Monitoring Committee as well as reports from the public (as gathered in surveys, meetings, etc.).
- 1.4.3 As information about recent disasters or events is gathered, additions will be made to the developing plan.
- **1.5 Public Involvement**: The success of public engagement rests on a transparent and inclusive process that builds overall acceptance and support for the continuity and vitality of the planning document. FEMA requires broad public participation in the planning process to solicit a variety of points of view. In addition to the local hazard mitigation planning team meetings which are open to the public, ROA will attempt to reach as many citizens in the City as possible through the use of multiple strategies.
  - 1.5.1 Press Release: In coordination with the City, the ROA team will draft a press release announcing the planned update of the HMP for distribution to news media outlets, web pages, and other venues.
  - 1.5.2 Engage the Local Media: Involve local media by sending information about upcoming meetings to key contacts at radio and television stations and newspapers, and by posting on community-focused social media outlets.
  - 1.5.3 Mail Out: Several mail options may be included in the outreach strategy.
    - The ROA team will assist the City with drafting a notification letter for distribution to neighboring communities and relevant agencies of the HMP preparation.
    - The City may elect to insert information in utility bills (email or paper) outlining the purpose of the HMP update as well as the date, time, and location of planned meetings. The insert might also include a link to a survey soliciting their input on the process.
  - 1.5.4 City Website: The ROA team will provide materials to the Carson City Emergency Manager for publication on the City's website. Reports, meeting agendas, meeting summaries, as well as meeting and work session schedules will be provided to the City in a format that meets with the City's website protocols.
  - 1.5.5 Survey: A survey will be distributed through multiple avenues to solicit public feedback.
  - 1.5.6 Public Meeting: A public meeting will be scheduled concurrently with the first Planning Team meeting to introduce the public to the HMP planning process, discuss hazard identification and ranking, and provide an opportunity for the public to interact with the HMP Planning Team.
  - 1.5.7 As required by Nevada Public Meeting Laws, meeting agendas must be posted three days prior to each meeting—in three locations: the



meeting location and two other prominent locations accessible to the public. The Consultant will coordinate with the City as needed to meet this requirement.

**Deliverables:** This task will include facilitation and attendance at the initial internal Kick-Off meeting as well as the first of four HMP Planning Team meetings and the public meeting. For this meeting, we will prepare and provide copies of meeting handouts including but not limited to a State hazards list, a Carson City hazards list, a hazard profiling worksheet, hazard prioritization criteria, sample press release, notification letter to neighboring communities, and preliminary list of existing plans and studies.

**Community Capabilities and Risk Assessment** 

#### 2.0 Community Capabilities and Risk Assessment

Risk assessment provides the foundation for the rest of the mitigation planning process. The risk assessment process directs attention to areas most at risk by evaluating the populations and facilities most vulnerable to natural hazards and the extent of human impact and structural damages that might occur as well as the status of critical facilities and infrastructure as defined below in Task 2.1.

**2.1 Asset Inventory:** Under this task, the ROA team will coordinate with appropriate Carson City GIS and Planning Team members to review and acquire asset information from Carson City. Assets that may be affected by hazard events include population, residential and nonresidential buildings, critical facilities, and infrastructure. The assets and values provided by the City will be identified and inventoried.

The ROA team will coordinate with Carson City GIS to secure data required for preparation of hazard mapping including the best available data for population density and building footprints. Population density will be developed and cataloged in the HMP GIS database and mapped in preparation for hazard assessment and mitigation.

Estimates of residential and nonresidential buildings and replacement values for those structures will be generated using Carson City data and Hazus, FEMA's hazard identification software program, as well as the most recent available U.S. census data. The data generated by Hazus will be vetted with City personnel to determine whether the total number of nonresidential buildings generated using the Hazus methodology accurately represents Carson City nonresidential building estimates.

For this HMP, the ROA team proposes that critical facilities be defined as "all public and private facilities deemed by a community to be essential for the delivery of vital services, protection of special populations, and the provision of other services of importance for that community" (FEMA Risk Management Series Design Guide for Improving Critical Facility Safety from Flooding and High Winds, p. i, "Background").



**2.2 Vulnerability Assessment**: An exposure-level analysis will be conducted to assess the risks of the identified hazards. This assessment will be based on the potential effects of the hazards on assets at risk without consideration of probability or level of damage. Using GIS, the locations of critical facilities and infrastructure will be compared to locations where hazards are likely to occur. For facilities that are not covered in Hazus or vary significantly from actual values (e.g., schools), the structures will be grouped together and assigned values in collaboration with Carson City representatives.

For physical assets located within a hazard area, exposure will be calculated by assuming the worst-case scenario (that is, the asset would be completely destroyed and would have to be replaced). Finally, the aggregate exposure, in terms of replacement value or insurance coverage, for each category of structure or facility will be estimated. Spatial analysis and other available data will be used to evaluate the proportion of the population at risk. The analysis will be limited to the number of people at risk; no attempt at developing estimates of potential injuries or deaths will be prepared.

At this time, we anticipate that the proposed exposure analysis will consist of the following hazards. Data provided by the City as well as information gathered from federal, state, and local subject matter experts will be used for the analysis.

The ROA team proposes the inclusion of a section on climate change as a potential hazard and addressing the impact of climate change on each hazard within each profile.

The ROA team also proposes that the loss of utilities be addressed under each hazard to complement a section addressing the potential secondary impacts of the utility loss within each hazard profile. The list below reflects these proposed changes.

- Acts of Violence
- Avalanche
- Climate Change
- Drought
- Earthquake: HAZUS Level 2 analysis
- Floods: 100-year storm inundation areas (FEMA mapped, minimum)
- Hazardous Materials Event: One-mile buffer for transport corridors & "Level of Concern" radius for fixed facilities
- Infectious Disease
- Landslide
- Severe Weather
- Terrorism
- Utility Loss
- Wildland Fire
- Volcano

The results of the exposure analysis will be limited to the exposure of people, buildings, and critical facilities and infrastructure to the identified hazards.



**Deliverables:** This task will include facilitation and attendance at one Planning Team meeting. Using data provided by the Carson City GIS Department, the ROA team will prepare and provide copies of meeting handouts including tables for review of population and building exposure, inventory of critical facilities and infrastructure, and potential hazard vulnerability assessment, and draft hazard mapping. We will present preliminary sections of the developing plan for review including updates to the following sections: Community Description, Planning & Process, and portions of the Hazard Profiles for Risk Assessment.

## Review & Analysis of Capabilities & Mitigation Strategies

#### 3.0 Review and Analysis of Capabilities & Mitigation Strategies

- **3.1 Mitigation Capabilities Assessment:** The ROA team will work with the Planning Team to evaluate the available resources for identifying, evaluating, and enhancing the City's capacity to mitigate hazard effects. The review will focus on the current legal and regulatory, administrative and technical, as well as fiscal capacities available in order to identify existing provisions and resources as well as their ability to adequately address relevant hazards. In addition, this analysis will include review of current, ongoing, and completed mitigation projects and programs within the City.
- **3.2 Mitigation Goals and Objectives Analysis**: FEMA requires local hazard mitigation plans to identify goals for reducing or avoiding long-term vulnerabilities to identified hazards. Utilizing input from stakeholders and the public, notes from the monitoring and maintenance efforts over the last five years, information gathered during risk assessment, and review of the State of Nevada Standard Hazard Mitigation Plan, the ROA team and the HMP Planning Team will develop mitigation goals and objectives.
- 3.3 Mitigation Action Plan Analysis: The ROA team will lead the Planning Team in the review and evaluation of the previous plan's goals and action items as well as their relevance to the updated plan. The status of the proposed mitigation actions and projects being considered to reduce the effects of each hazard will be evaluated with particular emphasis on new and existing buildings, critical facilities, and infrastructure. Based on the mitigation goals and objectives identified under Task 3.2, the ROA team and Planning Team will identify and analyze potential actions, prioritize mitigation actions, and develop an action plan. The ROA Team will provide tools for evaluating, including their benefit cost effectiveness, and ranking mitigation action items.

**Deliverables:** This task will include facilitation and attendance at one Planning Team meeting. The ROA team will provide tables for review of the existing and proposed mitigation goals and actions as well as tools for evaluating and ranking each mitigation action item. At this meeting, the ROA team will also present preliminary sections of the developing plan for review including Hazard Profiles (Risk Assessment), Vulnerability Assessment, Capability Assessment, and Mitigation Strategy.



# 4.0 Prepare Draft Hazard Mitigation Plan

Under this task, the ROA team will utilize the State of Nevada base format as an outline to assemble the plan. Working closely with City staff, the Planning Team, and DEM, the ROA team will prepare the HMP in accordance with State and Federal requirements.

- **4.1 Documentation of Planning Process:** ROA will be responsible for documenting the hazard mitigation planning process, including public involvement and plan preparation.
- **4.2 Plan Components**: The HMP will be drafted to include the following components:
  - Official Record of Adoption
  - Background
  - Community Description
  - Planning Process
  - Risk Assessment
  - Vulnerability Analysis
  - Capability Assessment
  - Mitigation Strategy
  - Plan Maintenance
  - References
- **4.3 Work Products and Technical Review:** The ROA team will be responsible for preparation of content, format, and quality control/quality assurances including the following services.
  - 4.3.1 Provide each member of the HMP Planning Team and City staff with a both a Word and pdf format of the draft plan for comments and review using a supplied review form.
  - 4.3.2 Revise the draft plan after comments are received from the public, the HMP Planning Team, and DEM.
  - 4.3.2 Provide the final draft plan to DEM including a completed FEMA Plan Review Tool and other required information to ensure the plan complies with all state and federal requirements.
- **4.4 Final Draft Plan:** Upon receipt of comments from FEMA, the ROA team will further revise the plan, if necessary, to incorporate final comments in the draft plan prior to adoption by the Carson City Board of Supervisors.
- **4.5 Plan Adoption:** Once approved, the ROA team will distribute electronic copies of the final plan to all HMP Planning Team members as well as required local, state, and federal agencies. The scope of services will be complete once written approval of the final plan is provided by Nevada DEM and FEMA and approval from the City Board has been secured. This scope of services includes assisting the HMP Planning Team with final adoption procedures for Carson City



R.O. Anderson Response to Solicitation Carson City 2021 Hazard Mitigation Plan Update

Board of Supervisors and incorporation of local adoption in the final HMP. This task also includes planning and facilitating the City Board adoption meeting.

**Deliverables:** This task will include facilitation and attendance at one HMP Planning Team meeting. The ROA team will solicit feedback on the final document and incorporate any changes as required for submittal to the public, DEM, and FEMA.

## **Project Management**

## 5.0 Project Management

Under this task, the Project Manager will coordinate with the City's Project Manager and oversee the management of the entire project. The Project Manager will administer all instructions from the Planning Team, DEM and/or FEMA and answer or obtain answers to all questions from the Planning Team, DEM and/or FEMA during and after the work. Specific tasks include maintaining a critical path schedule for the project to be updated monthly showing progress to date. Monthly progress reports will be provided with each billing invoice. In addition, assistance will be provided to the City's Project Manager to prepare monthly progress reports and quarterly reports for submittal to DEM.

**Deliverables:** The ROA team will provide oversight and reports as outlined above and will participate in six total meetings: Kick-off meeting, HMP Planning Team meetings (4), and the City Board of Supervisors meeting (adoption).

## Proposed Budget

The proposed budget provides the estimated number of hours, hourly rates, and total estimated cost for this project.

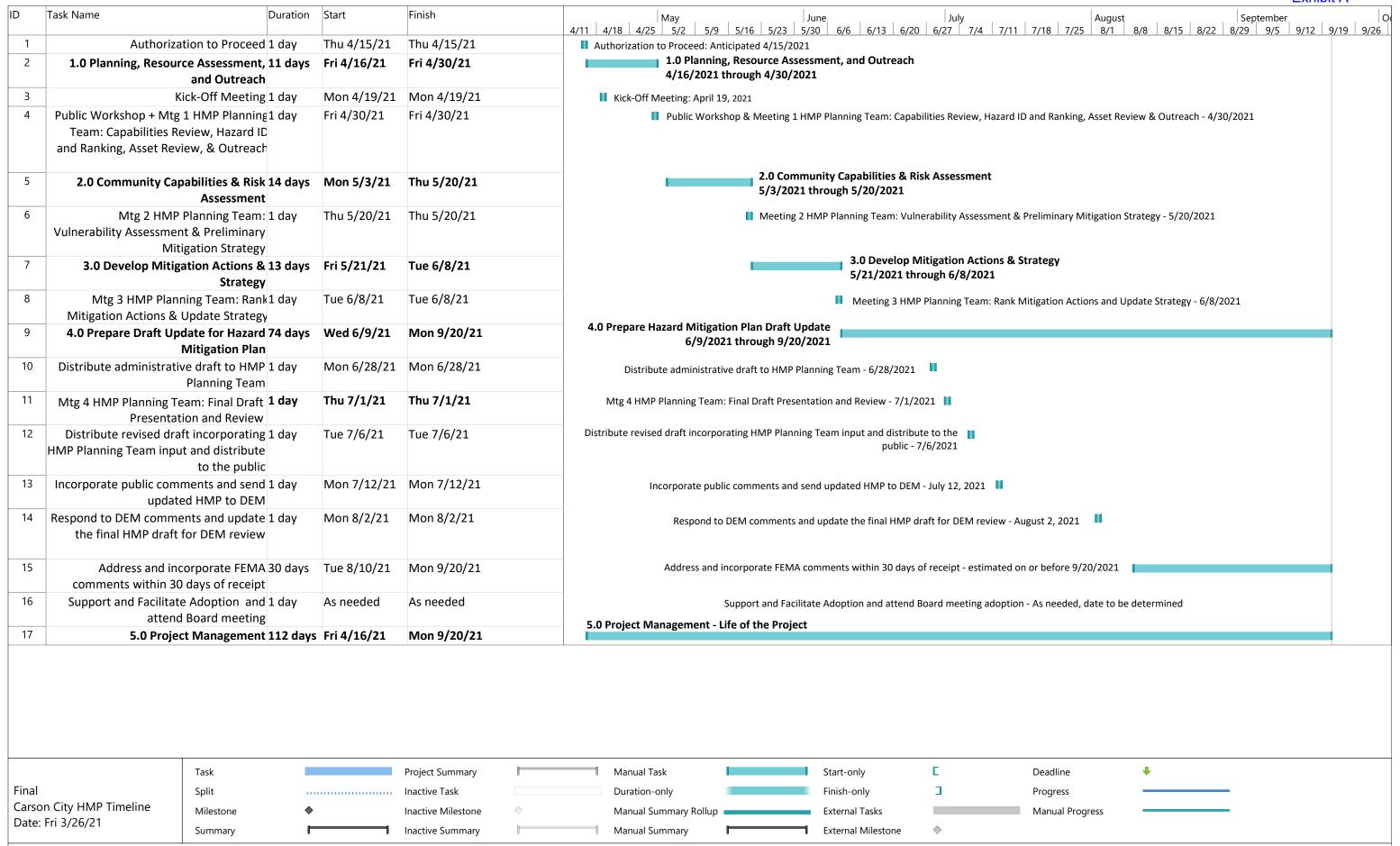
		Senior	Project		
		Professional	Professional	Associate	Hours By Task
	Task	\$185	\$160	\$135	
1.0	1.0 Planning, Resource Assessment, and Outreach	8	44	24	76
2.0	2.0 Community Capabilities & Risk Assessment	8	78	36	122
3.0	3.0 Develop Mitigation Actions & Strategy	8	110	100	198
4.0	4.0 Prepare Draft Update for Hazard Mitiation Plan	16	68	40	124
5.0	5.0 Project Management	4	20		24
	Total Hours by Billing Catagory	44	320	200	544
	Subtotal	\$ 8,140.00	\$ 51,200.00	\$ 27,000.00	
	Total	\$			86,340.00
	Keith Ruben, MBA, AICP - Senior Professional				
	Elizabeth Ashby - Project Professional				
	Liizabeiii Asiiby - Hojeci Holessioliai				
	Eric Herron - Project Professional				

**Project Timeline** 

On the following page, please find a Gantt chart for the tentative project schedule.



#### Exhibit A



Page 1



#### ROA CONSULTANT HOURLY RATE SCHEDULE

## Effective October 1, 2018

Principal Engineer	\$200
Senior Professional	\$185
Project Professional	\$160
Associate	\$135

## Notes to Fee Schedule

- 1. All application, review, and permit fees required or imposed by governing or reviewing agencies are the responsibility of the Client.
- 2. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific, invoiced external costs and expenses, including Engineer's Consultants, allocable to a Specific Project, multiplied by a Factor of 1.10.
- 3. The above-listed Consultant Hourly Rates are inclusive of administrative support and clerical services.
- 4. Copies, prints, faxes, and local mileage expenses normally incurred during an assignment are included within the Consultant Hourly Rates.
- 5. All services are billed according to the Consultant Hourly Rate Schedule in effect at the time services are performed.

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
- b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.

2. Where the prospective primary participal certification, such prospective participal	pant is unable to certify to any of the statements in this int shall attach an explanation to this bid.
XSUR Ulder fre	Principal Engineer
Signature of Authorized Certifying Official	Title
Robert O. Anderson, PE, CFM	March 24, 2021
Printed Name	Date
I am unable to certify to the above statement. M	ly explanation is attached.
Signature	Date

#### **DISCLOSURE OF PRINCIPALS:**

Company Name: R.O. Anderson Engineering, Inc.

Federal ID No.: 88-0293843

Mailing Address: 1603 Esmeralda Avenue

City, State, Zip Code: Minden, NV 89423

Complete Telephone Number: 775.782.2322

E-mail: randerson@roanderson.com

#### INDIVIDUALAND/OR PARTNERSHIP:

Owner 1) Name: Robert O. Anderson, PE, Principal
Address: 1603 Esmeralda Avenue
City, State, Zip Code: Minden, NV 89423
Telephone Number: 775.215.5026
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:
Other 3) Title:
Name: