

NY
Carol
Civil Clerk

RE-RECORDED TO INCLUDE THE CORRECT ATTACHMENT/EXHIBIT "B"

FILED

2000.060

'00 MAY -4 A10 :05

**CONTRACT FOR PROFESSIONAL SERVICES
OF
INDEPENDENT CONTRACTOR**

**A CONTRACT BETWEEN DOUGLAS COUNTY
AND**

**Lumos & Associates, Inc.
1478b Fourth Street, Minden, NV 89423**

BARBARA RLED
CLERK
BY *[Signature]* DEPUTY

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the professional services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners or Purchasing and Contracts Administrator, whichever is required.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.173, as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to Employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for Independent contractors are met.

3. INDUSTRIAL INSURANCE. Contractor further agrees, if applicable, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a certificate of the insurer that the contractor has complied with the provisions of chapters 616A to 626D. Contractor also agrees, if applicable, and before commencing any work under the contract, to complete and to provide the following written request to its insurer:

Lumos & Associates, Inc. has entered into a contract with Douglas County to perform work from November 1, 1999 to December 31, 2000 and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees, if not exempt, to maintain required workers compensation coverage throughout the entire term on the contract. If Contractor does not maintain coverage throughout the entire term on the contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the contract, or terminate the contract. For each six month period this contract is in effect, Contractor agrees, prior to the expiration of the six month period, to provide another written request to its insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six month period, Contractor agrees that County may order the Contractor to stop work, suspend the contract, or terminate the contract.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows: (Specifically describe the services to be performed, including, when applicable, the number of hours or the number of times the service is to be performed, or when appropriate, a description of the finished product or result to be provided, or attach a scope of services or work plan);

Flood Hazard / Risk Potential Survey
Attachment A – Scope of Work

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a cost not to exceed \$25,570.00. Contractor shall submit pay requests for payment for services performed under this agreement in accordance with the schedule in Attachment A. County agrees to pay Contractor installments as specified in Attachment A. Additional work, as directed by County, shall be paid based on the attached Fee Schedule (Attachment B).

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party, provided that a revocation shall not be effective until 10 days after a party has served written notice upon the other party.

7. NONAPPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS § 354.626, NRS § 244.320, and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished at the end of any fiscal year in which the County fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. PAYMENT FOR SERVICES. Unless the Contractor has received a written exemption from the County, Contractor shall submit written reports or other deliverables with each pay request. The report shall include a narrative description of all verifications and audits conducted, technical assistance provided during the period, all other reports required by this agreement, and a description of all agreement-related training programs attended by Contractor personnel.

9. PENALTIES AND RETENTIONS. No payments will be made by the County until any required reports or deliverables have been submitted to and approved by the County.

10. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

11. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

12. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

13. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

14. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the county provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

County acknowledges and agrees that all such documents prepared by Contractor pursuant to this Agreement shall be used exclusively on the project for which prepared and shall not be used for any other work without written consent of Contractor. In the event County and Contractor permit the reuse or other use of such documents, County shall require the party using them to indemnify and hold harmless County and Contractor regarding such reuse or other use, and County shall require the party using them to eliminate any and all references to Contractor from such documents.

15. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 15), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation, provided Contractor has been paid in full under this Agreement.

16. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the negligent performance of this contract by Contractor or Contractor's agents or employees.

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

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

Daniel C. Holler
Signature
(Date)

4-17-00
(Date)

[Signature]
Signature

Daniel C. Holler
Douglas County

4-17-00
(Date)

LAWRENCE A. WERNER
Lumos and Associates (Date)

Approved as to form by:

Robert J. Morris
Deputy District Attorney

ATTACHMENT A

DOUGLAS COUNTY

FLOOD HAZARD / RISK POTENTIAL SURVEY AND MITIGATION MEASURE MATRIX

SCOPE OF WORK

April 14, 2000

PROJECT DESCRIPTION

Douglas County has obtained a FEMA grant to evaluate areas of riverine flooding that may be candidates for mitigation measures to reduce property damage and, possibly, personal injury and loss of life.

The project area is the Carson Valley portion of Douglas County that is subject to riverine flooding and does not include areas that are subject to flooding primarily from thermal storm events nor does it include the Lake Tahoe or south county areas.

The project approach is to use a form of model such as the EPA DRASTIC model which uses distinct factors to generate a rating system that can be superimposed to form a composite map showing a relative prediction index. Although the factors are different from the DRASTIC model, the concept should be applicable for this project.

The results of this project will form the basis for implementation of mitigation measures that the county may wish to pursue in the future with other grant monies.

SCOPE OF WORK

Phase 1. **Develop Model Parameters and Rating System**

Phase 1 will be the development of the model through identification of appropriate maps and weighting criteria for the identification of potentially high risk flood areas. The approach to identifying the potential areas is defined below. MAGIC will provide the individual maps and the final composite map.

Task 1A. **Compile Existing Maps**

This task will be to identify the maps that currently exist at MAGIC that may be appropriate for use in the predictive model. Such maps would include FEMA Flood Hazard Zones, parcel maps, exiting land use, zoning, transportation and master plan.

<i>Responsible Team</i>	Consultant, MAGIC Staff
<i>Meetings</i>	Informal - Consultant, County staff
<i>Data Needs</i>	None
<i>Deliverables</i>	Maps
<i>Time on Task</i>	20 hours
<i>Estimated Task Cost</i>	\$9,220 (Includes \$7,200 for MAGIC)

Task 1B. Develop Rating (Weighting) System

After the appropriate maps have been identified, a rating system will be developed to be applied to each significant element of each map with the goal being to define a predictive index.

Responsible Team Consultant, MAGIC
Meetings Informal - Consultant, County staff
Data Needs Maps from Task 1A
Deliverables Preliminary rating system
Time on Task 20 hours
Estimated Task Cost \$2,020

Task 1C. Candidate Areas for Mitigation

Using the results of Tasks 1A and 1B, a composite map will be developed showing the relative risk for the areas of Carson Valley subject to riverine flooding. The areas will be listed by Assessor's Parcel number and in some order of priority. No more than three iterations (alternatives) will be developed for this task.

Responsible Team Consultant, MAGIC
Meetings Informal - Consultant, County staff
Data Needs Maps from Task 1A and 1B
Deliverables Composite rating map
Time on Task 20 hours
Estimated Task Cost \$2,020

Phase 2. Development of Mitigation Measures and Application System

Working with Douglas County staff, mitigation measures will be developed that can be applied to the potential areas of risk developed in Phase 1. An alternative comparison matrix will be developed for the mitigation measures that will be used to rank specific mitigation measures for specific candidate areas.

Responsible Team Consultant, County Risk Management, Community Development Staff
Meetings Informal - Consultant, County staff
Data Needs FEMA Guidelines
Deliverables Preliminary mitigation matrix
Time on Task 48 hours
Estimated Task Cost \$4,240

Phase 3. Project Report

Task 3A. Draft Report

A draft report will be prepared to present the findings from Phase 1 and Phase 2 and to recommend areas for mitigation and appropriate measures to apply.

This document will include the following elements:

- Introduction
- Risk Area Identification Methodology
- Mitigation Measures
- Conclusions and Recommendations

Responsible Team Consultant
Meetings Informal - Consultant, County staff
Data Needs None
Deliverables Draft Report – 4 copies
Time on Task 64 hours
Estimated Task Cost \$5,240

Task 3B. Final Report

A final report will be prepared to present the findings from the previous task which incorporate the county's comments.

Responsible Team Consultant
Meetings Informal - Consultant, County staff
Data Needs Comments from draft report
Deliverables Final Report – Original and 6 bound copies
Time on Task 32 hours
Estimated Task Cost \$2,830

Total Project Cost: \$25,570

Schedule

CONSULTANT shall provide the services for the project in close liaison with the CLIENT. CLIENT will exercise review and approval functions through CLIENT staff at key points in the process. Milestone project review will be performed by CLIENT for the specific products and deliverables listed herein. Refer to Milestone Schedule below.

The products shall be delivered in accordance with the following Schedule of Work (dates are subject to change based on prior request and project scheduling):

Milestone Schedule	Delivery/Completion Date
Phase 1	MAGIC estimates that they can deliver the first set of composite maps by May 19, 2000. The completion of this task will be no later than 14 after the delivery of the map.
Phase 2	7 days after the completion of Phase 1.

Phase 3	The draft report will be submitted to the County 14 days after the completion of Phase 2. The final report will be submitted 7 days after receipt of comments on the draft report.
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The parties expressly agree that the progress payments for the project shall be based upon actual time and materials for labor and expenses, and that the total amount set forth below may not be exceeded without prior authorization of the County.

Fee

The fee for the tasks described above shall not exceed \$25,570.00 and will be paid on a time and material basis at the rates shown in Attachment B. The fee does not include design, plans or specifications, soils examination or services during construction. Costs for additional services shall be paid to CONSULTANT on an hourly basis in accordance with the attached fee schedule.

DRAFT

ATTACHMENT B

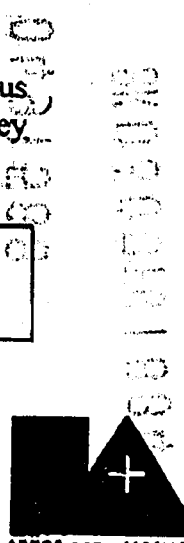
Standard Fee Schedule

Effective April 1, 2000

ENGINEERING	RATE/HOUR
President	\$ 130.00
Principal	105.00
Project Manager	95.00
Senior Engineer	85.00
CE 2	80.00
CE 1	65.00
Sr. Engineering Technician	55.00
Engineering Technician/CAD Operator	50.00
Support Technician	45.00
PLANNING	
Planning Director	90.00
Senior Planner	70.00
Planner	55.00
GEOTECHNICAL/TESTING/INSPECTION	
Lab Manager	80.00
Geotechnical Engineer	85.00
Senior Inspector	55.00
Special Inspector	55.00
Field Technician II & III	50.00
Field Technician I	45.00
SURVEYING	
Survey Director	80.00
Professional Land Surveyor	70.00
2 Man Survey Crew	105.00
3 Man Survey Crew	140.00
GPS Equipment: 1 Man Survey Crew	85.00
2 Man Survey Crew	130.00
Prevailing Wage Rate Project	Price on Request
ADMINISTRATIVE & OTHER SERVICES	
Administrator	45.00
Clerical	40.00
Computer	10.00
Mileage	0.40 per mile

Map filing, checking, consulting, and other fees paid by the office on behalf of the client shall be billed at cost plus fifteen percent (15%). Survey Party rate includes costs of pickup, electronic distance measuring equipment, survey flagging, paint and wood staking, iron pipe monuments, iron rods or pins, and guard posts.

Invoices are due upon receipt and considered to be past due after thirty days.
 Accounts over thirty days old will be subject to interest at the rate of 1½% per month.
 This fee schedule applies to services provided from April 1, 2000 until further notice.



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REQUESTED BY
DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 MAY -8 PM 2:32

LINDA SLATER
RECORDER

PAID DEPUTY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: May 5 2000
B. REED Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL