

Assessor's Parcel Number: N/A

Date: JULY 25, 2017

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00059048201709018490130132

KAREN ELLISON, RECORDER

CONTRACT #2017.126
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY

AND

LUMOS AND ASSOCIATES, INC.

P.O. Box 3570

225 KINGSBURY GRADE

STATELINE, NV 89449

DOUGLAS COUNTY
CLERK
[Signature]

2017 JUL 18 PM 2:30

NO. *2017-126*

FILED

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the "County"), and Lumos and Associates Inc., a Nevada corporation ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

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 personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties. Time is of essence for performance of the professional services described herein and all tasks must be completed by September 30, 2017.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County 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 Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (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 that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

Lumos and Associates, Inc. has entered into a contract with Douglas County to perform work from July 2017 to September 30, 2017 and requests that the an authorized 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
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the 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 at the sole discretion of the County. 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 the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance 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 the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree that the personal services to be performed are as follows:

Lumos and Associates Inc. shall provide survey and design to restore two retention basins to their original design profile and capacity. Basins will be improved to have an articulated block surface for easier future maintenance. A complete scope of services may be found in the attached Exhibit A.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 at a cost not to exceed eighteen thousand five hundred and sixty dollars (\$18,560) (the "Contract Price"). In addition, the County does/does not agree to reimburse Contractor for travel expenses and per diem allowances. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed by Contractor. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

6. TERMINATION OF CONTRACT. Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given an opportunity to cure the breach.

7. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to

the prevailing party at the discretion of the court. The mediator and court will recognize any offers of judgment made by a Party pursuant to Nevada law.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will 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.

12. 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 the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County 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 will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way 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.

14. 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,

including reasonable attorneys fees, expert fees, and other costs, arising from errors, omissions or the negligent performance of this contract by the Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement.

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

18. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

19. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

20. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County:

Douglas County
Attn: Erik Nilssen
1594 Esmeralda Ave
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-9063

To Contractor:

Brian McRae
225 Kingsbury Grade
P.O. Box 3570
Stateline, NV 89449
Telephone: (775) 588-6490

21. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment,


from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Lumos and Associates Inc.

By:  7/13/17
Brian McRae, PE (Date)

~~Douglas County~~

By:  7/13/17
Lawrence A. Werner, P.E., P.L.S (Date)
Douglas County Manager



Lake Tahoe
P.O. Box 3570 | 225 Kingsbury Grade
Stateline, Nevada 89449
775.588.6490

Exhibit A

July 6, 2017

Larry Werner, County Manager
Douglas County
1594 Esmeralda Ave.
Minden, NV 89423

Subject: Proposal for Douglas County Basin Maintenance and Upgrades

Dear Mr. Werner:

Lumos & Associates, Inc. (Lumos) is pleased to provide you with this proposal for professional services for the work related to upgrading the County's stormwater basins located at the corner of North Benjamin Drive and Kingsbury Grade (APN 1319-19-202-002) and at the corner of Donna Way and Scott Drive (APN 1319-18-301-001).

Lumos understands that the County would like to have both basins surveyed to compare existing conditions to the original design intent. Lumos will design the basin improvements to restore them back to the original design dimensions and capacities and provide any further recommended upgrades. Lumos assumes that the County will provide as-built plans and other original design information to assist with the design upgrades.

Task 1: Topographic Survey

Lumos will prepare a Topographic Survey Map at 1" = 20' scale with 1 foot contour interval accuracy in accordance to National Map Accuracy Standards for the project areas. All existing surface improvements, trees greater than 6" in diameter, visible evidence of utilities, and inverts of all storm drain and sewer facilities within the project area will be shown. The area to be mapped will be approximately 50'-75' beyond the top of bank of each existing basin including the adjoining roadways (to edge of pavement on Kingsbury Grade). The basis of bearings and datum for the project will be based upon modified Nevada State Plane Coordinates and the vertical datum will be NAVD88. A minimum of 3 control points will be established in the project area to be referenced during construction of proposed improvements. Construction quantities will be provided.

Each of the 2 parcels, which are owned by the U.S.F.S., are not part of an existing subdivision, and have no record map clearly defining the parcel boundaries. Lumos will search for evidence of the boundaries of the existing parcels. If possible, existing right of way and boundaries will be shown from deed records. If adequate information cannot be found or a material discrepancy is discovered, a Record of Survey may be required. If this happens, we have established a budget to provide the boundary survey on a time and material basis. Douglas County will be responsible for providing title work which could include a preliminary title report and chain of title for the subject and adjoining parcels. No work under this task will proceed without authorization from the County after discussions

with existing findings at the time. For the Kingsbury Grade basin, N.D.O.T. right of way and alignment information will be shown.

Task 2: Design

The basin located at the corner of North Benjamin Drive and Kingsbury Grade will be designed to restore the basin back to original design dimensions and capacity and will be upgraded to include a pervious hardscape bottom, such as an articulated concrete block, to provide easier maintenance. The existing maintenance access to the basin bottom will also be improved with an articulated concrete block, or other similar material.

The basin located at the corner of Donna Way and Scott Drive will be designed to restore the basin back to original design dimensions and capacity and will be upgraded to include a pervious hardscape bottom, such as an articulated concrete block, to provide easier maintenance.

Drawings for both basins will depict the basin layouts with dimensions, capacities, grades, and quantity of materials. Construction details and temporary BMPs will be included as part of the drawings.

Drawing deliverables will be provided at the 60%, 90%, and Final Construction design levels. A construction cost estimate will also be provided at each of the design stages. Lumos will incorporate agency comments with each subsequent deliverable.

Lumos anticipates having one to two meetings with the County to review and discuss the project plans.

Lumos assumes the County will acquire and pay for any required permits/applications.

Lumos assumes that the basins will not be designed to be any deeper than the original design intent.

Task 3: Project Management, Reimbursable Expenses, and Agency Comments

This task will be set up on a time and materials basis to cover project reimbursable expenses such as copies, mileage, agency fees, etc. This task will also cover costs to attend additional meetings not covered in the earlier tasks, and it will cover response to agency comments and meetings that require changes to project design or intent. Response to agency comments that are grammatical or minor in nature will be covered in the earlier tasks.

Fees

See the attached for the proposed hours and fee for each task described above.

Please sign below to authorize this work.

If you have any questions, please do not hesitate to contact me at 775.588.6490.

Sincerely,



Brian McRae
Group Manager
Lake Tahoe Office



Larry Werner
County Manager
Douglas County

C O R P

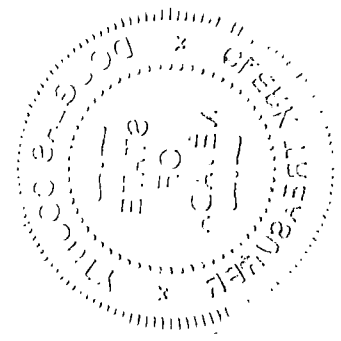
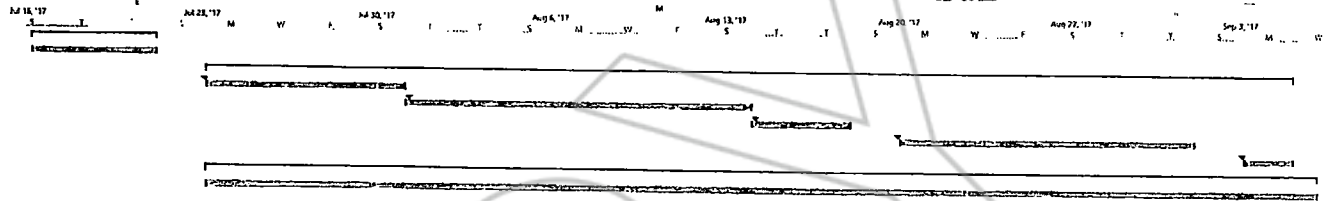


**Douglas County Basin
Maintenance and Upgrades
Budget Estimate
Exhibit A**

Task	Description	LUMOS			Total
		Group Manager \$200	Senior Eng. \$150	Proj. Designer \$115	
1	Topographic Survey				
	Topographic Survey				\$5,600
	Record of Survey (If Required), T&M				\$10,000
	Subtotal \$	\$0	\$0	\$0	\$5,600
	Subtotal (Including Record of Survey) \$	\$0	\$0	\$0	\$15,600
2	Design				
	60% Design	2	6	38	\$5,670
	90% Design	2	4	24	\$3,760
	Final Design	1	3	12	\$2,030
	Subtotal Hours	5	13	74	92
	Subtotal \$	\$1,000	\$1,950	\$8,510	\$11,460
3	Project Management, Agency Comments				
	T&M Estimate				
	Subtotal \$	\$0	\$0	\$0	\$1,500
	TOTAL (Excluding Record of Survey)				\$18,560

Project Schedule
Douglas County Basin Maintenance & Upgrades

ID	Task Mode	Task Name	Duration	Start	Finish
1	Task 1 - Topographic Survey	5 days	Mon 7/17/17	Fri 7/21/17	
2	Topographic Survey	5 days	Mon 7/17/17	Fri 7/21/17	
3	Task 2 - Design	32 days	Mon 7/24/17	Tue 9/5/17	
4	60% Design	6 days	Mon 7/24/17	Mon 7/31/17	
5	90% County Review & Comments	10 days	Tue 8/1/17	Mon 8/14/17	
6	90% Design	4 days	Tue 9/15/17	Fri 9/15/17	
7	90% County Review & Comments	10 days	Mon 8/21/17	Fri 9/1/17	
8	Final Design	2 days	Mon 9/4/17	Tue 9/5/17	
9	Task 3 - Project Management & Agency Comments	33 days	Mon 7/24/17	Wed 9/6/17	
10	Meetings, Respond to Agency Comments	33 days	Mon 7/24/17	Wed 9/6/17	



Date: Wed 7/5/17

Task
Sp 1
Minute

Section
Manual Summary
Manual Task

Duration only
Manual Summary

Start only
Manual Summary

End only
Manual Summary

Manual Summary
Manual Task

Manual Summary
Manual Task

Manual Summary
Manual Task

Manual Summary
Manual Task

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

25th day of July, 2017

By [Signature] Deputy

