

Assessor's Parcel Number: N/A

Date: AUGUST 7, 2017

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS
(JE)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

CONTRACT #2017.146

(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

LUMOS & ASSOCIATES, INC.

DOUGLAS COUNTY
CLERK
BROOK

2017 AUG - 7 AM 11:15

NO. 2017-149

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 & Associates, Inc. ("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 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 Friday, September 28, 2018.

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 & Associates, Inc. has entered into a contract with Douglas County to perform work through Friday, September 28, 2018 and requests that 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
Public Works Department
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 Contractor will perform the following:

Final Design and Bidding Services for Waterloo Lane. The Work and services are outlined in the Scope of Work, Budget and Fee Schedule attached as Exhibit A.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed Eighty One Thousand Eight Hundred

Dollars (\$81,800.00) (the "Contract Price"). 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 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 maximum expected fee for the services and tasks set forth in Paragraph 4.

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 a reasonable 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 mutually agreed to by the parties. 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.

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, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by 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):

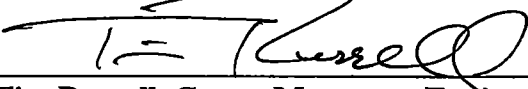
To County: Douglas County
Attn: Public Works Director
1120 Airport Road, F2
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6227

To Contractor: Lumos & Associates, Inc.
800 E College Parkway
Carson City, NV 89706
Telephone: 775-883-7077

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:  7/26/17
Tim Russell, Group Manager - Engineering Division (Date)

Douglas County,

By:  07/27/17
Nancy McDermid - Chair (Date)
Regional Transportation Commission



November 23rd, 2016

LA16.474

Jon Erb, P.E.
Douglas County Public Works
1120 Airport Road, #F-2
Minden, NV 89423

RE: Waterloo Lane Improvements – Proposal for Engineering Services

Dear Mr. Erb:

Lumos & Associates, Inc. (Lumos) is pleased to provide this proposal for engineering and related services for the reconstruction of Waterloo Lane.

Project Understanding

The proposed project is located between Centerville Lane and State Route 88 in Douglas County, Nevada. More generally, the project is located within Sections 4, 5, and 6, Township 12N, Range 20E M.D.B.&M. It is our understanding that the scope of work for this project is to reconstruct the existing Waterloo Lane between Centerville Lane and State Route 88. This section of Waterloo Lane is located entirely within a FEMA designated floodplain; therefore the roadway must be reconstructed without an increase in the roadway elevation. Waterloo Lane is identified by Douglas County as a roadway needing substantial improvements in order to remain serviceable.

In 2013, Lumos prepared an initial design for the improvements on Waterloo Lane. As part of this proposal Lumos would refine/revise the initial design based on coordination meetings with Douglas County to ensure the final plans match with current day needs.

The County has requested a proposal from Lumos to provide engineering services associated with the final design of improvements to Waterloo Lane along with Construction Administration, testing, and inspections. The following scope of services has been developed to assist the County with the project:

Scope of Services

Task 1: Supplemental Topo

Lumos utilize the existing topographic map originally prepared in 2013 for the project. This task is to allow for a budget for miscellaneous supplemental topo that may be needed to amend the original base map to match current conditions or add areas that were not originally part of the previous project. Permanent property markers will not be set as part of this scope. Project datum will be referenced to modified state plane coordinates and NAVD88 per Douglas County requirements. During the field survey of the site, a permanent benchmark will be established for use during construction of the site improvements.

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Task 2: Easement Preparation

Under this task Lumos will prepare any required easements for the new regional sewer improvements that are to be located offsite. Boundary information will be based on the previous survey. If additional boundary information is necessary to prepare easements it would be contained within this task. This task is proposed as time and materials since the extent of the easements is unknown at this time.

Task 3: Kick Off Meeting and Data Gathering

Under this task Lumos will initiate the data gathering process. This will include review of previous plans, a kick off meeting with Douglas County to assess the current plan modifications, and walking the project to re-assess plans and existing conditions. This Task will provide the basis for proceeding with final design of the improvement plans. This task will also include up to 2 meetings with the public and the County to get feedback on the project.

Task 4: Final Improvement Plans and Specifications

This task will include preparation of civil construction drawings for review by Douglas County and the Douglas County Community Development for permitting of the project improvements. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as required by Douglas County Community Development.

Our drawings for the onsite improvements will include the roadway improvements, grading, curb & gutter (if necessary), striping, signage, and drainage improvements. Dimensions and grading will be provided as required for construction. The design of "dry" utilities (i.e., gas, electric, telephone, cable television) is not anticipated as part of this project and is therefore not included in this fee proposal.

Design review submittals will be provided to the County at specific levels of completion with the 100% review containing the following sheets:

- Title sheet with notes, locations, and vicinity maps;
- Horizontal/vertical control sheet;
- Site plan indicating location of improvements;
- Plan and profile views of the road improvements;
- Detail sheets with construction details;

Drawing deliverables will be provided at the 90%, and 100% design levels. Specifications and cost estimates will be included at the 90% and 100% levels. It is assumed that County comments will be incorporated with each subsequent deliverable. This task includes two review meetings with the County.

It is assumed that Douglas County will provide the Division 00 contract specifications with Lumos generating all other specifications. Douglas County and Lumos will coordinate on the creation of the bid schedule.

Included with this task is permit coordination with NDOT and Douglas County Community Development. This will include submittal of permits (Douglas County PW will coordinate with Lumos to fill out the applicable permit applications) and response to comments from the two agencies.

Task 5: Bidding Assistance

Under this task, Lumos will be available as required by Douglas County to assist with the bidding process including conducting a pre-bid meeting, responding to requests for information, evaluating bids for completeness, and summarizing bid results with a recommended contractor to the County.

Task 6: Construction Management

Lumos will be available as required by Douglas County to answer questions, coordinate contractor invoicing, process pay requests, facilitate review of submittals, conduct a pre-construction meeting, conduct periodic walkthroughs of the project during construction, respond to/coordinate requests for information, facilitate plan updates, and prepare record drawings.

Task 7: On Call Services

Lumos will be available to complete additional work not otherwise specified in this scope of services and as requested by the client. Lumos shall receive written authorization from the client prior to commencing any work under this task. Work performed under this task will be billed on a time and materials basis in accordance with our current fee schedule.

Task 8: Construction Inspection and Testing

Lumos will be available for material testing and inspections as required by the Douglas County Building Department. The fees required to complete this task cannot be anticipated. Therefore, this task will be billed on a time and materials basis in accordance with our current fee schedule. We have provided a budgetary estimate with this proposal.

Task 9: Construction Staking

Lumos will be available for material testing and inspections as required by the Douglas County Building Department. The fees required to complete this task cannot be anticipated. Therefore, this task will be billed on a time and materials basis in accordance with our current fee schedule. We have provided a budgetary estimate with this proposal.

Task 10: Direct Expenses / Reimbursables

Any fees or other associated project costs incurred by Lumos for submittal plan, and document reproduction, to obtain copies of previous plans or reports, additional mapping, permit fees paid by Lumos, or other unforeseen reimbursable expenses will be billed under this task at cost plus 15%. Additional production of plans and specifications as requested by the County will also be billed under this task on a time and materials basis in accordance with our current fee schedule.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- The geotechnical report done in 2013 is still valid
- No technical drainage study will be required

Fees

The tasks described in the Scope of Services will be completed for the following fees:

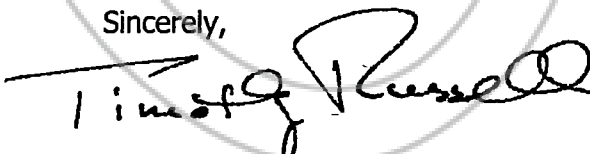
Task	Description	Fee
Task 1	Supplemental Topo	\$6,500
Task 2	Easement Preparation (per easement)	\$1,000
Task 3	Kick Off Meeting and Data Gathering	\$4,800
Task 4	Final Improvement Plans and Specifications	\$37,500
Task 5	Bidding Assistance	\$4,000
Task 6	Construction Management	\$28,000
Total:		\$81,800
Task 7	On Call Services	T&M
Task 8	Construction Inspection and Testing	Estimate (105,000) T&M
Task 9	Construction Staking	Estimate (\$20,000) T&M
Task 10	Direct Expenses / Reimbursables	Estimate (\$1000) T&M

Tasks 1 through 6 are T&M not to exceed and Tasks 7 through 10 are T&M. Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please provide your Contract for execution. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 1/2% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would happy to discuss them with you.

Sincerely,



Tim Russell, P.E., WRS
Group Manager, Engineering Division

COPY

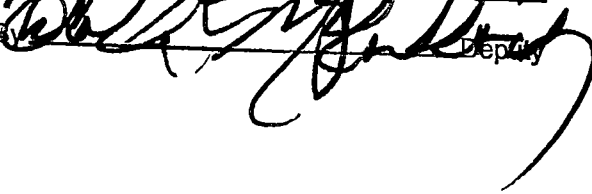
Douglas County

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

____ day of _____, 20____

By:  Deputy