

Assessor's Parcel Number: N/A

Date: AUGUST 15, 2017

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS
(JE)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

INTERLOCAL AGREEMENT #2017.150
(Title of Document)

**INTERLOCAL AGREEMENT
(Tillman Lane Reconstruction Project Reimbursement)**

2017 AUG 15 PM 3:05

DOUGLAS COUNTY
CLERK

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 1st day of July, 2017, between DOUGLAS COUNTY, Nevada, a political subdivision of the State of Nevada ("County"), and the GARDNERVILLE RANCHOS GENERAL IMPROVEMENT DISTRICT, a general improvement district created pursuant to NRS Chapter 318 ("GRGID"). COUNTY and GRGID are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, the Parties are authorized by Chapter 277 of the Nevada Revised Statutes to enter into agreements to perform any governmental service, activity or undertaking which any one or more of the agencies are authorized by law to perform; and

WHEREAS, the Parties are working together on regional transportation issues that impact public health and safety; and

WHEREAS, each Party, in performing its respective road maintenance operations, desires to maximize the efficiency of their efforts to provide road maintenance services at the lowest possible cost to their citizens; and

WHEREAS, GRGID has or will enter into a contract with Lumos & Associates, Inc. related to engineering services for the Tillman Lane reconstruction project (the "Project");

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, it is hereby agreed by and between the Parties as follows:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. EFFECTIVE DATE OF AGREEMENT AND EXTENSIONS. The term of this Agreement shall commence upon the approval and execution of this Agreement by the Parties and shall continue for a period of Eighteen months.

2. SERVICES TO BE PROVIDED.

A. GRGID will, through Lumos & Associates, Inc. ("Lumos"), provide engineering and other services related to the Project which will benefit the County. Specifically, Tasks 1, 2 and 3 of the Project Scope provided by Lumos & Associates, Inc., attached hereto as Exhibit "A," will be provided to benefit the County.

B. GRGID will fully cooperate with the County and its staff as Lumos performs its services related to the Project and authorize County staff to communicate directly with Lumos related to the Project, including providing information and direction to Lumos related to the performance of its duties.

3. REIMBURSEMENT OF COSTS. County agrees to reimburse GRGID for the services set forth in Paragraph 2 at a cost not to exceed One Hundred and Twenty-Seven Thousand Dollars (\$127,000). GRGID and its contractor, Lumos, are solely responsible for providing all materials, supplies, travel costs, insurance, and other costs necessary to perform the services to the County. GRGID agrees to send a monthly invoice to County for the services rendered to County no later than ten (10) days after the end of each month and the reimbursement will be due to GRGID within 30 days of the County's receipt of GRGID's invoice.

4. INDEMNIFICATION.

A. It is not the intention of this Agreement to affect the legal liability of any Party to this Agreement by imposing any standard of care other than the standard of care imposed by law. The Parties to this Agreement acknowledge and agree that each Party to this Agreement shall defend and fully indemnify and hold harmless the other Party from any damage or liability, including attorney's fees, occurring by reason of act or omission of it or its respective officers, employees, or agents under or in connection with the services set forth in Paragraph 2.

B. If more than one party is named in an action or lawsuit, the Parties to this Agreement agree to jointly defend any action brought by a third party, whether in law or equity. Should a dispute arise over apportionment of liability to a third party or a dispute between the Parties concerning this Agreement, any such action shall be heard in the Ninth Judicial District Court, in and for Douglas County, Nevada.

5. CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Agreement shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay share the senior judge and any other related court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.

6. COMPLIANCE WITH APPLICABLE LAWS. All Parties to this Agreement 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 Agreement.

7. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of GRGID related to this Agreement shall be subject to inspection, examination and audit by any signatory to this Agreement.

8. MODIFICATION OF AGREEMENT. This Agreement constitutes the full and final Agreement between the parties and shall not be modified except in writing and signed by all parties.

9. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

10. NON-APPROPRIATION OF FUNDS. All payments and services provided under this Agreement are contingent upon the availability of the necessary public funding. In the event that any Party does not receive the funding necessary to perform in accord with the terms of this Agreement, that Party may withdraw from this Agreement.

11. ASSIGNMENT. No Party to this agreement shall either assign, transfer nor delegate any rights, obligations or duties under this Agreement except as specifically provided in this Agreement.

12. NOTICE. All written notices under this Agreement shall be delivered to the following officials at the addresses stated:

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

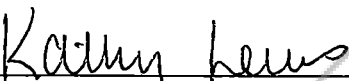
To Contractor: Gardnerville Ranchos General Improvement District
Attn: Robert Spellberg
931 Mitch Drive
Gardnerville, NV 89460
Telephone: (775) 265-2048

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed.


DOUGLAS COUNTY

By: 
William B. Penzel, Chairman

Attest: 
Kathy Lewis, Douglas County Clerk

GARDNERVILLE RANCHOS GID

By: 
Leann Teter, Chairwoman

Attest: 
Bob Spellberg, District Manager



April 26, 2017

Bob Spelberg, District Manager
Gardnerville Ranchos General Improvement District
931 Mitch Drive
Gardnerville, Nevada 89460

***Subject: Tillman Lane Reconstruction
Revised Proposal for Engineering Services***

Dear Bob:

Lumos & Associates, Inc. is pleased to provide you with this proposal for engineering and related services for the Tillman Lane Reconstruction Project being conducted as a joint effort between the Gardnerville Ranchos and Douglas County.

Project Understanding

The proposed project is located on Tillman Lane south of the four way stop intersection at Kimmerling Road to Patricia Way within the Gardnerville Ranchos GID. More generally, the project is located entirely within Section 21, Township 12N, Range 20E M.D.B. & M. It is our understanding that the scope of work for this project is to reconstruct the entire road section which will include the replacement of failing curb, gutter, and sidewalk; the installation of bike lanes, upgraded ADA corner ramps, and new drainage improvements. We propose the following tasks to assist you with your project.

Project Scope

Task 1 – Civil Design, Drainage Report & Agency Permitting

This task will include preparation of civil construction drawings for review by GRGID, Douglas County, and the Douglas County RTC 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.

Included with Task 2, Lumos will prepare a technical drainage study in substantial conformance with Douglas County Standards. This work will include preparing a drainage study that determines the runoff impacts from the offsite areas draining into the Tillman Lane project area and will develop solutions for detaining/routing the storm water from both the offsite drainage areas and the roadway itself. The final product will include two bound reports to be included with the improvement plans submitted to Douglas County. Agency coordination and processing of requested revisions of the civil improvement plans will be completed under this task.

Our drawings for the onsite improvements will include the roadway improvements, grading, curb, gutter, sidewalks, 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.

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The goal is to complete permitting of the project and be ready for bid per the schedule previously provided to Douglas County and GRGID.

Task 2 – Bidding and Construction Assistance

Lumos will be available to answer questions, coordinate contractor invoicing, process pay requests, review submittals, conduct a pre-construction meeting, bid the plans, conduct a pre-bid meeting, conduct periodic walkthroughs of the project during construction, respond to RFI's, modify plans, review submittals, and prepare record drawings. Bidding will commence once all permits are obtained.

Task 3 – Street Center Survey Monuments

Lumos & Associates will locate the existing Street Center Survey Monuments in Tillman Lane within the project area during the Topographic Survey phase of the project. During the construction phase of the project Lumos will mark the locations of the new survey wells for installation by the contractor. Lumos will resurvey and punch mark the survey monument after installation by the contractor.

Task 4 – Construction Staking

Lumos will conduct field staking of the improvements in coordination with the contractor. Additionally, we will define and coordinate with the contractor to install centerline monuments within the new roadway. Once the centerline monuments have been set a Record of Survey will be submitted to Douglas County. Construction Staking will be on a Time and Materials basis do to the variability with contractors and not having complete plans from which to generate a cost from.

Task 5 – Construction Inspection and Testing

Lumos will provide onsite inspection and site materials testing for the project. The testing scope will be in accordance with Orange Book Specifications for Public Works Construction. Testing and inspection services will be on a Time and Materials basis do to the variability in construction schedules. Every effort will be made to consolidate testing and inspection services to reduce costs for the project.

As part of the inspection and testing services a final inspection and testing package will be prepared for the District and per County requirements for the site improvement permit.

Task 6 – Reimbursables

Any fees or other associated project costs incurred by Lumos 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 client will also be billed under this task on a time and materials basis in accordance with our current fee schedule.

It is anticipated that some potting holing will be required during the design process to identify utilities that could conflict with new drainage facilities. The cost to pothole is unknown at this time and is not included in the estimate. If potholing for existing utilities becomes necessary, Lumos will hire a contractor to perform potholing services under the Reimbursable Task.

Assumptions / Exceptions

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

- Utility upgrades other than drainage improvements are not included in the scope of this proposal.
- This proposal does not include any FEMA or floodplain permitting/modeling as there is no anticipated work within a FEMA flood area.
- This proposal does not include acquiring any easements at this time. Should easements be required for the project the need for an adjustment to the scope of work shall be re-evaluated.

Fees

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

Task	Description	Fee
Task 1	Civil Design, Drainage Report & Agency Permitting	\$82,000
Task 2	Bidding and Construction Assistance	\$41,000
Task 3	Street Center Survey Monuments	\$4,000
Total:		\$127,000
Task 4	Construction Staking	(Estimate - \$12,000) T/M
Task 5	Construction Inspection and Testing	(Estimate - \$50,000) T/M
Task 6	Reimbursables	(Estimate - \$2,000) T/M

Tasks 1 through 3 are time and materials not to exceed. Tasks 4 through 6 are budget estimates.

If this proposal is acceptable, please sign and return this proposal to proceed under the terms of Lumos existing contract with GRGID. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,


Michael D. Bennett, P.E.
District Engineer

Approved: _____
Robert Spellberg, District Manager Date

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

15th day of August 2017

By: [Signature] Deputy