

DOUGLAS COUNTY, NV  
This is a no fee document  
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DC/PUBLIC WORKS

2018-915430  
06/13/2018 08:53 AM  
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Assessor's Parcel Number:  N/A

Date:  JUNE 12, 2018

Recording Requested By:

Name:  NICK CHARLES, PUBLIC WORKS

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



KAREN ELLISON, RECORDER

CONTRACT #2018.115   
(Title of Document)

MAY 11 2018

DOUGLAS COUNTY  
PUBLIC WORKS

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**LUMOS & ASSOCIATES, INC**

BOCC APPROVED  
June 7th, 2018  
ITEM: 9

*[Signature]*  
DOUGLAS COUNTY  
CLERK

2018 JUN 12 AM 9:13

# 2018.115

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 Wednesday, January 01, 2020.

**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;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

**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 Wednesday, January 01, 2020 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:

Work and services as outlined in the Scope of Work and Budget attached as Exhibit A (dated October 20, 2017).

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed ninety six thousand eight hundred Dollars (\$96,800) (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. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

**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 and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability, including reasonable attorney 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: 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.

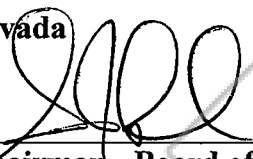
**IN WITNESS WHEREOF**, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

**Lumos & Associates, Inc.**

By:  5/8/18  
(Date)

Mitch Burns / Materials Engineering Manager  
Name/Title

**Douglas County, Nevada**

By:  6/7/17  
Steven J. Thaler, Chairman - Board of County Commissioners (Date)



Carson City • Fallon • Lake Tahoe • Reno

**Carson City**  
800 E. College Parkway  
Carson City, Nevada 89706  
775.883.7077

www.LumosInc.com  
**RECEIVED**  
**MAY 11 2013**  
DOUGLAS COUNTY  
PUBLIC WORKS  
LA17.301

Oct. 20, 2017

Douglas County Public Works  
Attn : Nicholas Charles, P.E.  
1120 Airport Rd.  
Minden, NV 89423  
Email : NCharles@Douglasnv.us

**RE: North Valley Wastewater Treatment Plant  
Special Inspection & Materials Testing**

Lumos & Associates, Inc. appreciates the opportunity to provide this proposal to perform special inspection and materials testing services (part time) on the above mentioned project located in Douglas County, Nevada. We propose to provide the following scope of work:

**Task A – Special Inspections and Materials Testing**

We anticipate 65 site visits will be required to perform inspection and compaction testing on footing and slab on-grade subgrade, base, structural fill, and trench backfill.

65 site visits x 4 hrs/visit x \$105/hr = \$27,300

We anticipate forty (40) site visits will be required to inspect footing, walls and slab rebar, and test the concrete, including temp. air, slump testing and casting cylinders.

40 site visits x 5 hrs/visit x \$105/hr = \$21,000

We anticipate 14 site visits will be required to inspect epoxy dowels and electrical anchorage installation.

14 site visits x 5 hrs/visit x \$105/hr = \$7,350

We anticipate six (6) site visits will be required to inspect rebar placement for the CMU walls and test the mortar and grout.

6 site visits x 5 hrs/visit x \$105/hr = \$3,150

We anticipate four (4) site visits will be required to complete the structural steel, bolting, and welding inspections for stairs and railing. This assumes shop welding will be done by an approved fabricator.

4 site visits x 5 hrs/visit x \$105/hr = \$2,100



We anticipate three (3) site visits will be required to inspect structural wood and reflective ceiling.

3 site visits x 5 hrs/visit x \$105/hr = \$1,575

We anticipate 3 site visits to sample and test asphalt concrete.

3 site visits x 5hrs/visit x \$105/hr = \$1,575

We will also provide the following laboratory tests:

3 Grout Compression Tests @ \$30 each = \$90  
3 Mortar Compression Tests @ \$30 each = \$90  
3 Prism Compression Tests @ \$150 each = \$450  
200 Cylinders x \$30 each = \$6,000  
5 Modified Proctors @ \$325 each = \$1,625  
5 Soils Classification @ \$350 each = \$1,750  
1 AC Services @ \$1,000 each = \$1,000

We will also provide a technician to collect samples and deliver to our laboratory for testing.

50 trips x 1.5 hr/trip x \$95/hr = \$7,125

The total estimated cost to complete the building special inspection materials testing scope of work is **\$82,180**.

### **Task B – Final Letter Preparation**

At the conclusion of the project, Lumos & Associates, Inc. will prepare a final inspection and testing package for submittal to the Building Department. The submittal will be reviewed and stamped by a Professional Engineer.

The estimated cost to prepare this submittal is **\$2,000**.

### **Task C – Administration**

We will provide Administration Services (i.e. Technical Typist, Construction Services Engineer, and Construction Services Supervisor) at an estimated cost of 15% of the fees associated with the above inspection and testing scope. Our estimated cost to provide these services is **\$12,620**.

The total estimated cost (Tasks A, B and C) to provide our proposed scope of work is **\$96,800**.

Lumos & Associates, Inc. can provide additional materials testing and inspection if requested, on a time and materials basis per our current fee schedule. Retesting, reinspection, standby, and show up will not be considered as part of our budget. If fees associated with these items become excessive and contribute to a shortfall in our budget, we will request augmentation to our budget. Prevailing wages have not been assumed for our inspectors/technicians while on site. If prevailing wages are required, the above costs will be adjusted accordingly.

We request all scheduling be done prior to 3:00 p.m., the day prior to the required inspections/tests.

Please contact our office with any questions concerning this matter at (775) 883-7077.

Sincerely,



Mitch Burns, P.E., C.E.M.  
Materials Engineering Manager  
Lumos & Associates, Inc.

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

17<sup>th</sup> day of June, 2018

By  Deputy