

Assessor's Parcel Number: N/A

Date: DECEMBER 14, 2018

Recording Requested By:

Name: HEATHER MACDONNELL, PUBLIC WORKS
(NC)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

CONTRACT #2018.244
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

LUMOS & ASSOCIATES, INC.

2018 DEC 14 AM 10:06
DOUGLAS COUNTY
CLERK
FILED
2018-274

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, June 28, 2019.

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.

Additionally, the Consultant 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 Friday, June 28, 2019 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.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed Fifteen Thousand, Three Hundred Dollars (\$15,300.00) (the "Contract Price"). Any additional Work will be performed on a time and materials basis as set forth in the fee schedule that is attached and incorporated herein by reference as Exhibit B. Any agreement to include additional work must be memorialized by written agreement, executed by both parties. 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 the other 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. The Contract and its Exhibit(s) are intended to be complimentary to one another and shall, as much as reasonably possible, be read as such. To the extent that there is an irreconcilable conflict between this Contract and any exhibit, the following order of precedence shall apply: first, the contract document, second Exhibit A, thereafter any other Exhibit. 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. LIMITATION OF LIABILITY. The County does not waive and intends to assert available NRS Chapter 41 limitations in all cases. Neither party shall be subject to punitive damages for liability arising under this Contract.

21. 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.
308 N Curry Street, Suite 200
Carson City, NV 89703
Telephone: 775-883-7077

22. 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: Michael Bennett 10/18/2018
(Date)

Michael Bennett / Director, Engineering Division
Name/Title

Douglas County

By: Jennifer R. Davidson 12/7/18
Jennifer R. Davidson - Interim County Manager (Date)



Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

September 17, 2018

LA 18.629

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

**Subject: Meridian Lift Station Upgrades
Proposal for Engineering Services**

Dear Mr. Charles:

Lumos and Associates, Inc. (Lumos) is pleased to provide you with this proposal for engineering and related services for upgrades to the Meridian Lift Station.

Project Understanding

The Meridian Lift Station (aka East Sewer Lift Station) is located in Douglas County, NV at the southwest corner of the intersection of State Route 759 and Meridian Boulevard. The lift station serves commercial properties in the area and consists of a wet well and two vacuum suction lift type pumps. The County has experienced operational challenges with the aging lift station and the pumps are undersized for future wastewater flows. Plans and specifications were prepared by Lumos at the bidding level for replacement of the existing lift station with a new submersible-type lift station to address existing and future flows. However, due to site constraints and other factors the scope of improvements has been reduced to upgrading the existing lift station with a new pumping system to handle existing flows as a near-term solution. Lift station upgrades will include replacement of the existing suction lift pumps with a new above-grade packaged lift station and associated electrical improvements. The new packaged lift station will be mounted over the existing wet well. The electrical design will include a receptacle for connection of a mobile generator.

The County has requested a new proposal from Lumos to provide engineering services associated with the design of revised upgrades to the Meridian Lift Station. The following scope of services has been developed to assist the County with the project:

Scope of Services

Task 1: Improvement Plans and Specifications

Lumos will prepare civil, mechanical, and electrical construction drawings and specifications for the proposed lift station upgrades. The drawings will be prepared on 24"x36" format sheets at a standard engineering scale. 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;
- Site plan indicating location of improvements;
- Plan and section views of lift station;
- Detail sheets with construction details and piping connections;
- Electrical sheets (under Task 2).

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 one review meeting 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 NDEP 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.

Lumos will retain a qualified sub-consultant to perform the electrical design as described under Task 2. Reproduction expenses will be billed under the reimbursable task.

Task 2: Sub-Consultant (Electrical Design)

Lumos will retain Jensen Engineering to perform the electrical design per current code requirements including power to the new pumps/control panel. The electrical design services will include construction documents, specifications, and cost estimate for incorporation into Task 1. No controls work is included; it is our understanding that the County will contract directly with Sierra Controls.

All sub-consultant invoices will be billed under this task at a cost plus 15%.

Task 3: 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 4: Construction Management Assistance

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 5: Construction Inspection and Testing

Lumos will be available for material testing and inspections as required by Douglas County. 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.

Task 6: 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:

- County will contract directly with Sierra Controls for control upgrades.
- Design of new pumping system will address existing wastewater flows only without consideration of future wastewater flows.
- Upgrades exclude a new generator and automatic transfer switch.
- Proposed improvements will be located entirely within the existing utility easement. Therefore, submittal to agencies other than those listed in the scope will not be required.
- Scope excludes acquiring any additional right-of-way, property, or 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 Services will be completed for the following fees:

Task	Description	Fee
Task 1	Improvement Plans and Specifications	\$9,300
Task 2	Sub-Consultant (Electrical Design)	\$3,500
Task 3	Bidding Assistance	\$2,500
	Total:	\$15,300
Task 4	Construction Management Assistance	T&M
Task 5	Construction Inspection and Testing	T&M
Task 6	Direct Expenses / Reimbursables	T&M

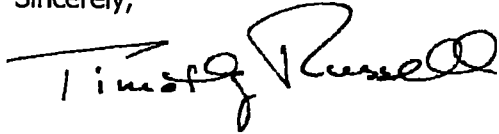
Tasks 1 through 3 are T&M not to exceed and Tasks 4 through 6 are T&M.

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.

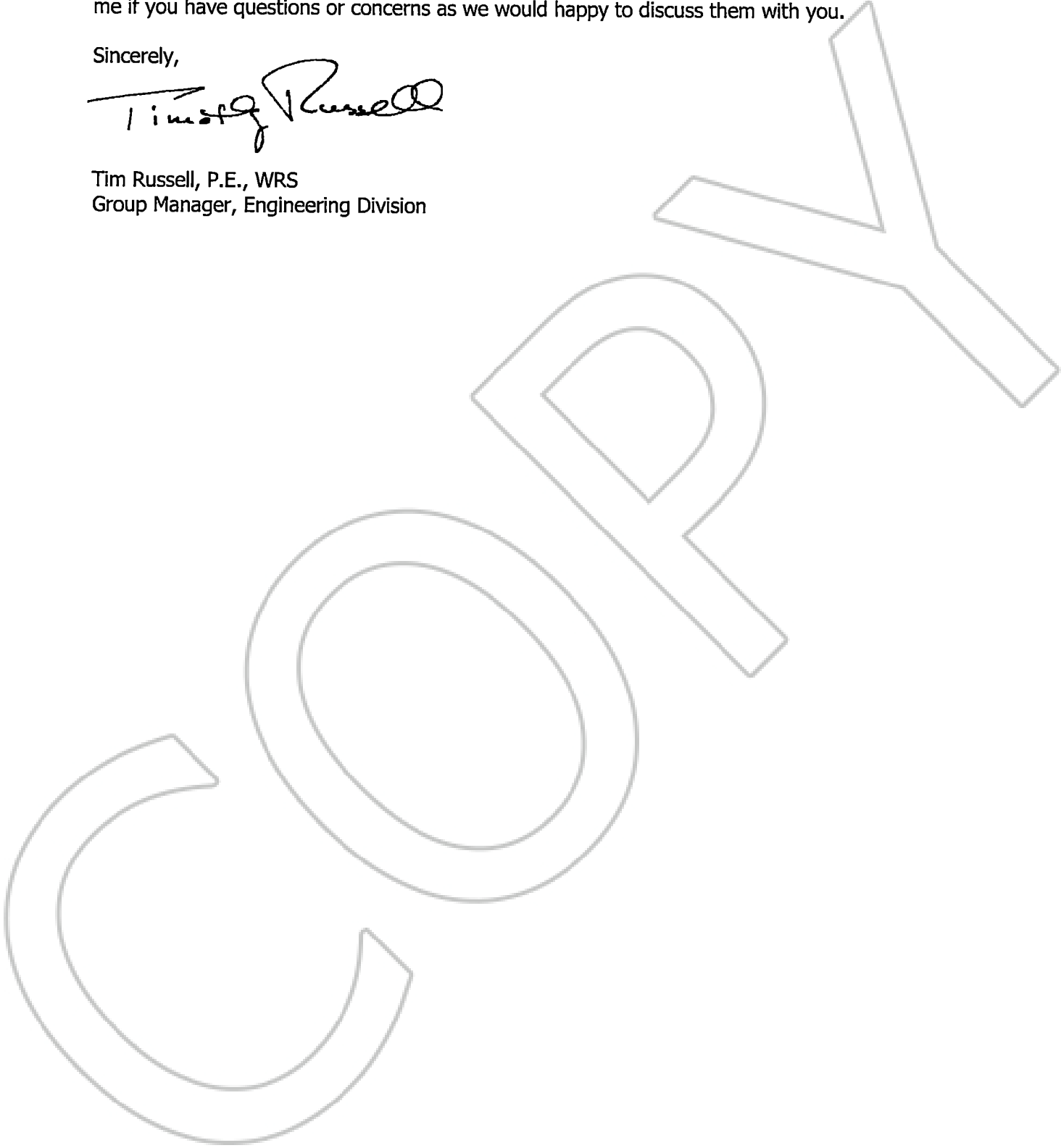
If this proposal is acceptable, please provide your Contract for execution. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% 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





Standard Fee Schedule
January 1, 2018

Engineering & Development	Per Hour
President	\$250
Director	225
Group Manager	210
Planning Group Manager	170
Project – Senior Project Manager	170-180
Hydrogeologist - Senior Hydrogeologist	160-165
Staff - Project - Senior Engineer	130-140-150
Staff - Project - Senior Structural Engineer	130-140-160
Landscape Architect Manager	140
Landscape Architect Designer – Landscape Architect	115-130
Project Coordinator	125
Project - Senior Project Designer	115-120
Structural - Senior Structural Designer	100-110
Assistant Planner	100
Engineering Technician I - II	90-100
Support Technician	65
Construction	Per Hour
Director	\$225
Group Manager	210
Project Manager	170
Geotechnical Engineer	190
Construction Services Engineer	155
Construction Services Supervisor	135
Geotechnician	125
Inspector - Senior Inspector	105-115
Field Technician I - II	90-95
Surveying	Per Hour
Director	\$225
Group Manager	210
Project Manager	170
Project - Senior Surveyor	130-140
Project Coordinator	125
Staff Surveyor	120
Surveying Technician I - II	95-110
Party Chief	140
Chain Person	70
Administrative & Other Services	Per Hour
Administrator	\$75
Clerical	65
30x42 Color/B&W (per copy)	10/5
24x36 Mylar/Color/B&W (per copy)	20/5/3
8.5x11 Color /B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2018 until further notice.

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

17th day of August, 2018
By [Signature] Deputy