

Recorder's Office Cover Sheet

Recording Requested By:

Name: HEATHER MACDONNELL

Department: PUBLIC WORKS



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: \_\_\_\_\_

BY  DEPUTY

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**LUMOS AND ASSOCIATES, INC.**

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* registered with the Nevada Secretary of State ("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 ("Effective Date"). Time is of the essence in this Contract. *All work required in Paragraph 4 of this Contract shall be finally completed by no later than May 1, 2021.*

**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 and Associates has entered into a contract with Douglas County to perform services related to the North County Lift Station Rehabilitation through May 1, 2021, 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 services related to the engineering design for the rehabilitation of the existing North County Lift Station to re-route sewer flow from Carson City to the Douglas County North Valley Wastewater Treatment Plant. The Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto. Any additional work incorporated by change order will be charged and billed at the rates set forth in Exhibit B.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 for a total cost not to exceed Forty-Six Thousand, and Fifty Dollars (\$46,050) (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. WARRANTY.** Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: the services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications or other requirements set forth in this Agreement.

**7. 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. 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.

**8. 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.

**9. 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 Documents consist of this

document, and Exhibits A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

**10. DISPUTE RESOLUTION.** 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.

**11. 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.

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

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

**19. 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.

**20. 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.

**21. 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.

**22. FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

23. **WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

24. **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

**To Contractor:** Lumos and Associates  
308 N. Curry Street, Suite 200  
Carson City, Nevada 89703

25. **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**  
By: Michael Bennett 06/11/2020  
Name: Michael Bennett  
Title: Director, Engineering Division (Date)

**Douglas County**  
By: Patrick Cates 6/30/20  
Patrick Cates (Date)  
Douglas County – County Manager



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

May 27, 2020

LA20.329

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

**Subject: North County Lift Station Rehabilitation  
Proposal for Engineering Services**

Dear Mr. Robillard:

Lumos and Associates, Inc. (Lumos) is pleased to provide you with this proposal for engineering and related services for the rehabilitation of the North County Lift Station.

### **Project Understanding**

The North County Lift Station (aka Topsy Lift Station) is located in Douglas County, Nevada at the northeast corner of the Carson Valley Plaza near the intersection of Topsy Lane and Vista Grande Boulevard. The lift station serves commercial properties in the area and consists of a wet well and separate dry well with two vertically mounted 5 HP Flygt centrifugal explosion proof pumps located in the dry well. Historically the North County Lift Station pumped to the Indian Hills General Improvement District's gravity collection system at a manhole located in Jacks Valley Road. Flows are presently pumped north via an intertie with Carson City's gravity collection system at a manhole located in Old Clear Creek Road. The County desires to now direct flows from the pump station to the North Valley Waste Water Treatment Plant (NVWWTP) via an existing forcemain that crosses under US Highway 395 to the north of the intersection of 395 and Jacks Valley Road. The forcemain continues east until it connects to an existing manhole on the north side of Sunridge Drive.

The County has requested a new proposal from Lumos to provide engineering services associated with the rehabilitation of the North County Lift Station that will be necessary in order to convey flows through the existing forcemain to the NVWWTP. Lumos has previously completed an evaluation of the lift station site and proposed improvements, which will serve as the basis of design.

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 improvements; modifications of the force main at the intersection of Jacks Valley Road and Highway 395 (if required); and lining of manholes downstream of the force main discharge. 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:

- a. Title sheet with notes, locations, and vicinity maps;
- b. Horizontal/vertical control sheet;
- c. Site plan indicating location of improvements;
- d. Plan and section views of lift station;
- e. Bypass pumping plan;
- f. Plan and profile view of force main modifications (if required);
- g. Plan and details for lining six (6) manholes;
- h. Detail sheets with construction details and piping connections;
- i. Electrical, controls, and telemetry sheets

Drawing deliverables will be provided at the 60%, 90%, and 100% design levels. Technical specifications and engineer's opinion of probable cost 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 the County will prepare the procurement and contracting documents (Construction Specification Institute Division 00) for the project.

Lumos will contract with Jensen Engineering, Inc. for the design of electrical, controls, and telemetry improvements.

Included with this task is permit coordination with NDEP, the County Building Department, and NDOT (if required) as necessary. This will include submittal of permit and response to comments from NDEP, NDOT, and the County Building Department (County to fill out and submit Building Permit application).

### **Task 2: Topographic Survey**

A project Topographic Map will be created using ground collected survey field shots. The project will be surveyed to obtain a horizontal scale of 1"=20' with a 1' contour interval accuracy. Field shots will be obtained at critical locations such as edge of concrete, roadways and tie-in locations to achieve a higher degree of vertical accuracy. The field shots will be used to create a digital terrain model to supplement the basemap. A digital terrain model and topographic basemap will be generated as deliverables for this task. Horizontal Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the basemap. The vertical datum for the project will be referenced to NAVD88. The area to be mapped will be around the North County Lift Station and the area around the force main at the intersection of Jacks Valley Road and Highway 395.

### **Task 3: Bidding Assistance**

Under this task, Lumos will be available as requested by Douglas County to assist with the bidding process. This includes responding to requests for information (RFIs), issuance of addendums, pre-bid meeting attendance and participation, review submitted bids, provide a formal recommendation of award, and other related functions as required by Douglas County.

**Task 4: 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:

- Technical specification will be prepared according to the Construction Specification Institute MasterFormat.
- Engineer’s opinion of probable cost will be a class 3 estimate at 90% design and class 2 at 100% design per the Association of the Advancement of Cost Engineering.
- Controls and telemetry improvements will be based on Douglas County’s Remote Telemetry Unit standard design.
- Douglas County will pothole the force main at the intersection of Jacks Valley Road and Highway 395 to determine the extent of required improvements to the force main.
- Douglas County will pay all application and permitting fees to permitting entities.
- Project will be funded locally and will not be subject to Federal or State grant/loan funding requirements (USDA, SRF, etc.).
- 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.
- Proposal does not include construction surveying, or inspection and testing services at this time. Should those services be requested later, Lumos can provide a proposal to amend our scope of services.
- Construction management, administration, or assistance is not included in this scope of work. An updated scope of work can be provided to capture these tasks.

**Fees**

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

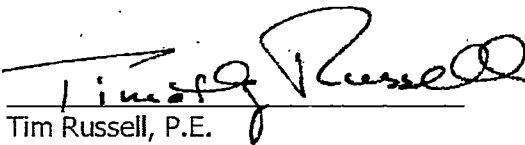
Task	Description	Fee
Task 1	Improvement Plans and Specifications	\$37,300
Task 2	Topographic Survey	\$6,500
Task 3	Bidding Assistance	T&M NTE \$2,250
		Total: \$46,050
Task 4	Direct Expenses/Reimbursables	T&M

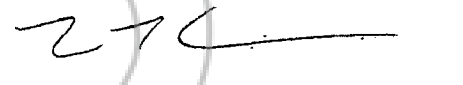
Tasks 1 and 2 are lump sum. Task 3 is time and materials, not to exceed. Task 4 is time and materials. Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

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.  
Group Manager

  
\_\_\_\_\_  
Nick Charles, P.E.  
Project Manager



**Standard Fee Schedule**  
January 1, 2020

<b>Engineering</b>	<b>Per Hour</b>
Director	\$235
Group Manager	220
Project / Senior Project Manager	180/190
Staff / Project / Senior Hydrogeologist	160/170/175
Staff / Project / Senior Engineer	145/155/165
Staff / Project / Senior Structural Engineer	145/155/165
Landscape Designer / Architect / Architect Manager	105/140/150
Staff / Project / Senior Planner	145/155/165
Project Coordinator	135
Project / Senior Project Designer	130/135
Structural / Senior Structural Designer	115/125
Engineering Technician I / II	105/115
Support Technician	80
<b>Construction</b>	<b>Per Hour</b>
Director	\$235
Group Manager	220
Project Manager	180
Geotechnical Engineer	195
Construction Services Supervisor / Engineer	140/160
Geotechnician	135
Inspector / Senior Inspector (includes nuclear gauge)	115/125
Field Technician I / II (includes nuclear gauge)	95/100
<b>Surveying</b>	<b>Per Hour</b>
Director	\$235
Group Manager	220
Project Manager	180
Staff / Project / Senior Surveyor	130/150/160
Project Coordinator	135
Surveying Technician I / II	105/115
Party Chief	145
Chain Person	75
<b>Administrative &amp; Other Services</b>	<b>Per Hour</b>
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 field survey 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, 2020 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

2nd day of July, 2020

By [Signature] Deputy