

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

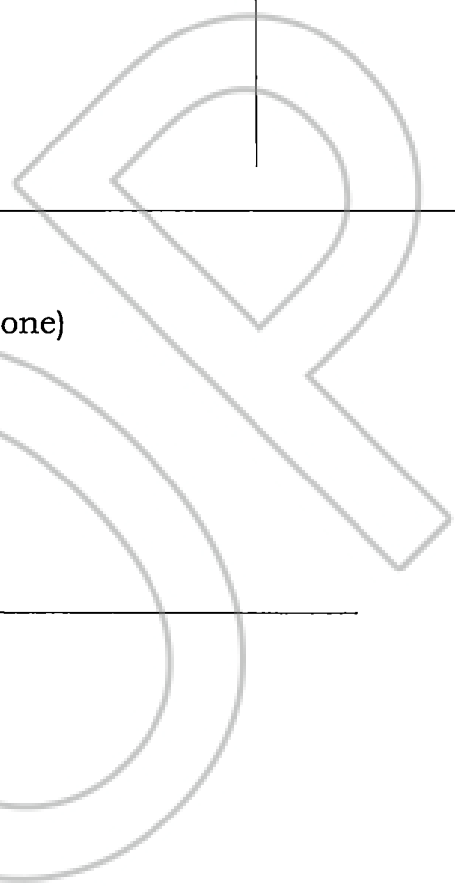
Department: Parks Dept



SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: \_\_\_\_\_



# CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN  
DOUGLAS COUNTY, NEVADA  
AND  
LUMOS & ASSOCIATES INC.

FILED  
NO. 2023.193  
8/7/2023  
DATE  
DOUGLAS COUNTY CLERK  
MINDEN, NV  
BY MP DEPUTY

THIS CONTRACT FOR PROFESSIONAL SERVICES (THE "CONTRACT") IS ENTERED INTO BY AND BETWEEN DOUGLAS COUNTY, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("COUNTY"), AND LUMOS & ASSOCIATES INC., A NEVADA CORPORATION ("CONTRACTOR"). THE COUNTY AND CONTRACTOR ARE AT TIMES COLLECTIVELY REFERRED TO HEREINAFTER AS THE "PARTIES" OR INDIVIDUALLY AS THE "PARTY."

**WHEREAS**, the County, from time to time, requires the services of independent contractors;

**WHEREAS**, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

**WHEREAS**, Contractor represents that Contractor possess all required licenses and permits to perform the services required by County;

Now, **THEREFORE**, in consideration of the agreements herein made, the parties mutually agree as follows:

- 1. EFFECTIVE DATE OF CONTRACT.** This Contract shall be effective upon the signature of both parties, and will terminate on July 21, 2024, unless the Contract is terminated earlier in accordance with Paragraph 8.
- 2. SERVICES TO BE PERFORMED.** The Parties agree that the services to be performed by Contractor are as follows: The Contractor shall prepare engineering and design services including plans and specifications for the Douglas County Senior Center Pre- Manufactured Restroom Building as further detailed in the July 21, 2023 Proposal submitted by Contractor attached hereto as **Exhibit 1**.
- 3. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 2 for a total cost not to exceed \$39,500.00 consistent with the "Project Description: Scope of Work outlined in the July 21, 2023 Proposal submitted by Contractor and attached hereto as **Exhibit 1**. Contractor agrees to

submit itemized invoices within ten days of the end of the prior month for any services rendered. County will pay invoices it receives within a 45 days of receipt of the invoice.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

**4. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor, its associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee 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 independent contractor or the County to the public employees' 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.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract

personnel to devote full time to performing the services required by this Agreement.

- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

**5. INDUSTRIAL INSURANCE.** Contractor shall, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

Lumos & Associates Inc. has entered into a contract with Douglas County to perform work through July 21, 2024 and requests that the 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 Community Services Dir.  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the Contract. If Contractor does not maintain coverage throughout the entire term of the Contract, Contractor agrees that 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. 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 a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of 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 County may order the Contractor to stop work, suspend the Contract, or terminate the Contract.

6. **LICENSING.** Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

7. **PROFESSIONAL LIABILITY INSURANCE.** Contractor is required to acquire and maintain professional liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

8. **TERMINATION OF CONTRACT.** This Contract may be revoked without cause by either Party prior to the date set forth in Paragraph 1, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit billings for work performed up to the effective date of termination.

9. **CONSTRUCTION OF CONTRACT.** This Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter jointly selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with the prevailing party entitled to an award of reasonable attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

10. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor 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 contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

11. **ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

12. **COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County.

13. **DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, or other materials prepared by or supplied to Contractor in the performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion of the project, or termination or cancellation of this Contract.

14. **PUBLIC RECORDS LAW.** Contractor expressly 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 or a court of competent

jurisdiction shall 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.

**15. 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 arising from the performance of this contract by Contractor or Contractor's agents or employees.

**16. MODIFICATION OF CONTRACT.** This Contract constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.

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

**18. INCORPORATED DOCUMENTS.** The Parties agree that this Contract incorporates in full the August 24, 2022 Proposal submitted by Contractor and attached hereto as **Exhibit 1**, and does not incorporate any other documents or exhibits.

**19. SEVERABILITY.** The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

**20. NO 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 Douglas County does not receive the funding necessary to perform in accordance with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

**21. NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given three business days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

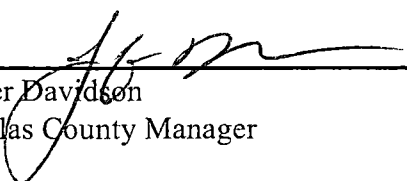
**FOR COUNTY:**

Douglas County, Nevada  
Attn: Community Services Dir.  
P.O. Box 218  
Minden, Nevada 89423  
(775) 782-6268

**FOR CONTRACTOR:**

LUMOS & ASSOCIATES INC.  
950 Sandhill Rd, Suite 100 [Insert Address]  
Reno, NV 89521

IN WITNESS WHEREOF, the parties hereto have caused this contract for professional services to be signed and intend to be legally bound thereby.

  
\_\_\_\_\_  
Jenifer Davidson Date  
Douglas County Manager

  
\_\_\_\_\_  
LUMOS & ASSOCIATES INC. 7/25/2023 Date

**Exhibit 1**

LUMOS & ASSOCIATES INC. September 16, 2022 proposal

COPY





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

July 21, 2023

Scott Morgan, Director  
Douglas County Parks and Recreation  
1329 Waterloo Lane  
Gardnerville, Nevada 89410  
Via Email: [smorgan@co.douglas.nv.us](mailto:smorgan@co.douglas.nv.us)

LA23.563

**Re: Proposal for Engineering and Design Services  
Douglas County Community & Senior Center - Prefabricated Restroom**

Dear Mr. Morgan,

Lumos & Associates, Inc. (Lumos) appreciates the opportunity to submit this proposal for professional engineering and related services for the installation of a new prefabricated restroom adjacent to the Douglas County Community & Senior Center site.

**Project Understanding**

The proposed project is located at the Douglas County Community and Senior Center on 1329 Waterloo Lane, Gardnerville NV 89410 (APN: 1220-04-601-028).

Douglas County Parks and Recreation would like to install a new prefabricated restroom to the northeast of the Community Center, in an existing dirt lot. The proposed restroom facility will serve the eight new pickleball courts, currently under construction. In addition to the new prefabricated restroom, the design will include a concrete pad for the restroom, ADA compliant sidewalk from the existing parking lot to the restroom and other necessary flatwork around the restroom building, site grading, electrical service, a new water meter and backflow preventer (assumed to be located in the prefabricated bathroom, no hot box required), sewer connection (assumed that no sump pump will be required for connection), and a minor retaining wall with stairs.

Lumos proposes the following scope of work to assist you with your project:

**Project Scope**

**Task 1 – Topographic Survey & Base Map**

Lumos will prepare a Topographic Survey Map at 1" = 20' scale with 1 foot contour interval accuracy in accordance to National Map Accuracy Standards for a portion of the subject property. In addition to the topography and planimetrics, we will provide a digital color orthophoto at 0.2' pixel resolution if airspace is available at time of field survey. All existing surface improvements and utilities will be located. The existing boundary of the subject parcel will be shown from record information and no setting of monuments is anticipated in this scope. Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83, modified to ground, and the vertical datum for the

project will be referenced to NAVD88. Deliverables for this project will be a portable document format file (.pdf), and an autocad format file of the survey map.

### **Task 2 – Construction Plans & OPCC**

This task will include preparation of construction drawings for submittal to and review by Douglas County Parks and Recreation at the 50%, 90%, and final design phases. The final plan set will ultimately be used for bidding and construction of the project. The drawings will be prepared on 22"x34" format sheets and at a standard engineering scale. The documents will be developed in accordance with Douglas County standards.

The 50% design submittal will include:

- Construction drawings, applicable project details, and design information necessary for a 50% design phase submittal review
- Engineer's opinion of probable construction cost (OPCC).

The 90% design submittal will be based on the approved 50% design documents and include:

- Construction drawings, sheet specifications, applicable project details, and design information necessary for a 90% design phase submittal review
- Updated Engineer's opinion of probable cost.
- Responses to agency comments made at 50% reviews
- The 90% submittal package will be used to submit to the Douglas County Community Development Department for building permit review.

The final design submittal will be based on the approved 90% design documents and include:

- Construction drawings- stamped and signed. Final construction plans will include horizontal and vertical site improvements, applicable project details, necessary structural plans/details, and utility improvement plans (water, sewer, and electrical). Final construction plans and specifications from the prefabricated building manufacturer will be included in the final submittal package.
- Sheet specifications- included on the plan sheets
- Updated Engineer's opinion of probable cost.
- Responses to agency comments made at 90% reviews, including comments by Douglas County Community Development Department
- It is anticipated that the final plans and specifications have addressed all comments and redesigns from previous phases and serve as bid ready documents for the county to handle and move into the bidding phase.

Site visits and coordination meetings necessary for the design are included with this task.

It was discussed that the project is intended for construction in the spring and summer of 2024. Lumos will complete construction plans to accommodate that construction schedule.

### **Task 3 – Construction Assistance and Project Closeout**

These services are not construction management. A separate proposal can be provided for construction management, inspection, testing, etc. should those services be desired. Lumos will provide the following construction assistance related activities:

- Issue conformed documents for construction
- Attend a pre-construction meeting
- Address contractor RFIs.
- Review of submittals and shop drawings.
- Issue clarifications and/or supplemental information as needed
- Prepare Record Drawings (based on Contractor's redlined plan set)

**Assumptions / Exceptions**

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

- Existing files/plans/etc. related to the existing utilities will be provided to Lumos.
- This proposal does not include any wetland delineation, floodplain modeling, analysis, or FEMA coordination. It is understood that the project site is outside of FEMA Flood Hazard zones.
- With the exception of a building permit through the Douglas County Community Development Department, additional permitting is not anticipated by Douglas County and is not included in this proposal.
- Any permit or application fees will be paid for by the Owner
- This proposal does not include entitlement or planning approvals or any participation at Planning Commission meetings.
- This proposal does not include a geotechnical investigation, bidding support, construction management, inspection or materials testing. However, these services can be provided through an additional proposal if required.
- Preparation of contract documents is not included. Final plans will be provided to Douglas County and all work associated with the bidding phase will be handled by Douglas County and is not included in this proposal.
- Water or sewer reports are not included in this proposal.
- A drainage report is not included in this proposal. It is assumed that no detention/retention facilities will be required.
- It is assumed the selected contractor/sub-contractor will apply for and maintain a Stormwater Pollution Prevention Plan (SWPPP) for the entire site, if required.

**Fees**

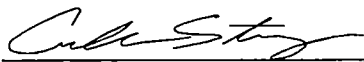
The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 1	Topographic Survey & Base Map	\$2,500
Task 2	Construction Plans & OPCC	\$33,200
Task 3	Construction Assistance & Project Closeout	\$3,800
<b>Total =</b>		<b>\$39,500</b>

Tasks 1 through 3 are lump sum. 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 execute the provided contract or provide your contract for review and 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 either of us at 775-883-7077 if you have questions or concerns.

Sincerely,



Collin Sturge, P.E.  
Senior Engineer



Jonathan Lesperance, P.E.  
Engineering Group Manager

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

7<sup>th</sup> day of August, 2023

By [Signature] Deputy