

Doc Number: **0832726**

10/28/2013 04:01 PM

OFFICIAL RECORDS

Requested By:

DC/PUBLIC WORKS

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 10 Fee: \$ 0.00

Bk: 1013 Pg: 5301



Deputy sg

Assessor's Parcel Number: N/A

Date: OCTOBER 28, 2013

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS
(NC)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2013.245

(Title of Document)

This page added to provide additional information required by NRS 111 312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

LUMOS & ASSOCIATES, INC.

[Handwritten Signature]
TED THIRAN
CLERK
COUNTY CLERK

2013 OCT 28 PM 3:04

2013.0415

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 and 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 November 30, 2013.

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.

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 November 30, 2013 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:

Completion of the Scope of Work as described in the attached letter proposal dated September 26, 2013 which is generally described as:

- Task 1 – Well Inspection and Pump Testing Acquisition
- Task 2 – Data Evaluation, Technical Memorandum with Recommendations

Task 3 – Local Cost for Pump Contractor

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed twenty four thousand, eight hundred fifty four Dollars (\$24,854.00) (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.

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, 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. 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):

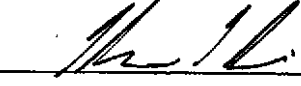
To County: Douglas County
Attn: Public Works Director
1120 Airport Road, F2
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6227

To Contractor: Lumos & Associates, Inc.
9222 Prototype Dr.
Reno, NV 89521
Telephone: (775) 827-6111

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:  10-8-13
(Date)

THOMAS L QUINN ENGINEERING MANAGER
Name/Title

Douglas County

By:  10-22-13
Steve Mokrohisky
County Manager (Date)

Douglas County Public Works
Attn: Nicholas Charles
Civil Engineer II
P.O. Box 218
Minden, NV 89423

September 30, 2013

Subject: Sierra Country Estates Wells 1 and 2 Assessments.

RN13.065

Dear Mr. Charles:

Lumos & Associates Inc. (Lumos) is pleased to present this proposal to conduct an assessment of the two wells associated with the Sierra Country Estates Water System.

PROJECT UNDERSTANDING

Douglas County acquired the Sierra Country Estates Water System on September 6, 2013. The water system was originally developed to serve an upscale residential development adjacent to the Sierra Nevada Range in Douglas County. The water system was first developed in 1993 with the drilling of Well 1 and the following year (1994), a second well (Well 2) was drilled to ensure an adequate and redundant water supply was available for the residences in the development. Over the past decade, the water system has been plagued with compliance issue, mainly associated with low pH issue that has resulted in water quality issues with the Environmental Protection Agency's "Safe Drinking Water Act" for the Lead and Copper Rule. The non-compliance issues finally resulted in NDEP requested Douglas County to acquire the water system and bring the Primary Drinking Water Standard non-compliance issues into compliance. Before the County moves forward with any changes or recommendations to the system, they want to complete a preliminary engineering report on the water system to determine the best course of action. One of the tasks is to conduct an assessment of the two existing wells to determine the condition of the wells, pump equipment, and the wells production capacity. Douglas County has requested a proposal from Lumos to conduct the well assessment. Lumos has developed the following scope of work in accordance with Douglas County Public Works Request.

SCOPE OF WORK

This scope of work will require the services of a pump company to remove the existing pumping systems, conduct a video survey of the wells, install and remove test pumping and discharge equipment for one of the wells, and finally reinstall the existing pumping equipment. Lumos will contract directly with the pump company for conducting the pulling of the pumping systems and test pumping of the higher capacity well.

Task-1: Well Inspection and Pump Testing Acquisition

Lumos will begin Task 1 once Douglas County has provided Lumos with written authorization to conduct the scope of work. Lumos will work with a local pump company to coordinate the pulling of the existing pumping systems, conducting down-hole video surveys, installation of test pumping equipment for one of the wells, and provide support during the test pumping. The estimated cost provided from a local pump company has assumed a pump setting of 210 feet below ground level. If the pumping equipment is set shallower or deeper than expected, the price for the removal and installation will be modified. Lumos will have a hydrogeologist onsite to ensure that the discharge assembly meets the test pumping and discharge requirement for collecting accurate data from the wells. A temporary discharge permit will be required from the Nevada Department of Environmental Protection (NDEP) to assure proper disposal of fluids during pumping. Lumos will submit the temporary discharge application to NDEP and provide them with the 6-months of monthly monitoring reports with the assistance of Douglas County Personnel.

Lumos will be on sight during the down-hole video logging of the two (2) wells, operations of the step drawdown (Well #2) and constant rate pumping tests (Well #2) to monitor drawdown data in the pumping and observation (Well 1) wells. The test pumping component will consist of a 6-hour step drawdown test, 24-hour constant rate pump test, and recovery test. A transducer (Level Troll 700) will be installed in each of the wells to monitor drawdown. Physical soundings will be taken at periodic time intervals to ensure backup data is collected in the event that a transducer malfunction occurs during the test.

Task-2: Data Evaluation, Technical Memorandum with Recommendations

Lumos will reduce and analyze the pumping data for the tests and develop a technical memorandum with recommendations. The raw pumping data will be entered into a pump test analysis software, AQT SOLV©, version 3.5, for generating graphic solution sets of the data for analysis. This software will provide the aquifer characteristics that can be used to determine the most optimum well production from the aquifer. The technical well assessment memorandum will include the following:

1. Condition of the well casing and screen (Well 1 & 2);
2. Condition of the pumping assembly and drop pipe (Well 1 & 2);
3. Best location for setting the pumping assembly in the wells (Well 1 & 2);
4. Aquifer characteristics (Well 1);
5. Hydraulic well parameters, efficiencies, and capacity (Well 2);
6. Copies of the down-hole video surveys with visual logs of the surveys (Well 1 & 2);
7. Efficiencies of the existing pumping assemblies (Well 1);
8. Interference parameters between the two wells; and
9. Recommendations.

Five (5) hard copies and 2 electronic copies of the Technical Memorandum will be provided to Douglas County Public Works for review and discussion.

Task-3: Local Cost for Pump Contractor

This task is for processing the local pump contractor's invoices. Lumos will run the pump contractor's invoices through Lumos' accounting department and place a markup of 5% on each invoice before processing the invoice for Douglas County.

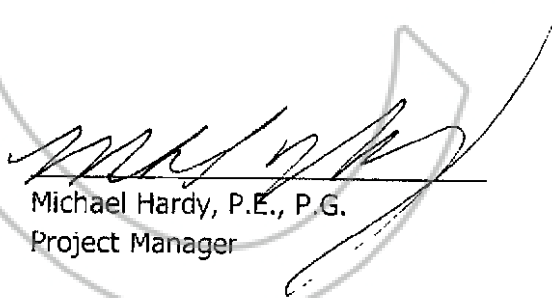
FEE SCHEDULE

Lumos is proposing the following Time & Material fees for completing Tasks 1 and 2. For Task 3, since the depth of the pump is currently unknown, Lumos has assumed a pump setting depth of 210 feet to be used by the local pump company for estimating cost. If the pump setting is shallower or deeper than assumed, the pump companies pricing could be higher or lower to accommodate for the cost associated with the actual depth. Douglas County will only be invoiced for costs associated with the actual pump setting depth in pulling/pushing the existing pump assembly and test pump depth setting.

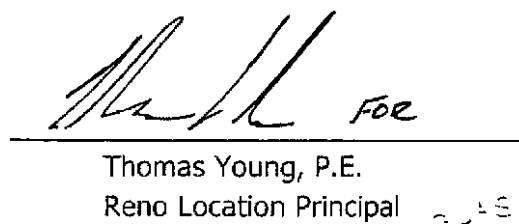
Task-1: Well Inspection (2-wells), Permit, & Pump Testing (1-well) (est. 53 hrs.)	\$7,950
-Temporary Discharge Permit Fee	\$263
-Transducer Equipment Rental (Level Troll 700) (est. 1-wk rental)	\$1,002
Task-2: Data Evaluation, Tech. Memo w/ Recommendations (est. 26 hrs.)	\$3,900
Task-3: Local Pump Company Work	\$11,739
Subtotal Cost:	\$24,854

PROJECT SCHEDULE:

This proposal shall remain in effect for a period of 60-days. Lumos is prepared to commence work on this project immediately after acceptance of a signed contract authorizing Lumos to proceed. Time frames for completion of this project are partially dependanton the client's and contractor's schedules. Should you have any questions, please do not hesitate to contact me at 827-6111.



Michael Hardy, P.E., P.G.
Project Manager

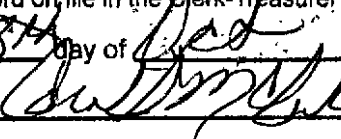


Thomas Young, P.E.
Reno Location Principal

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

28th Day of Dec 2013
By  Deputy