

Recorder's Office Cover Sheet

Recording Requested By:

Name: Jeremy Hutchings

Department: Community Development



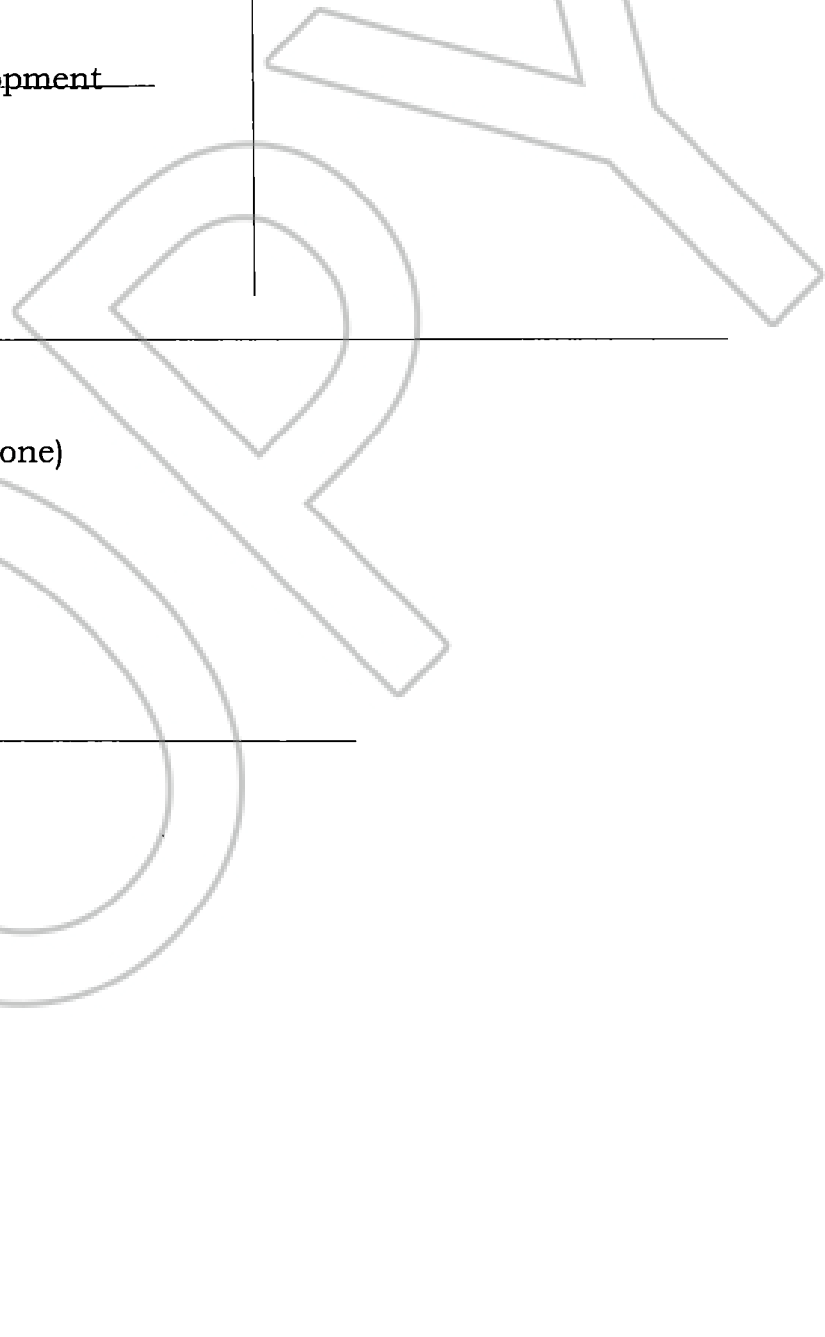
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____



**CONTRACT FOR PROFESSIONAL SERVICES
FUNDED FROM FEDERAL FUNDS
22F29.08 Pinenut Road Utility Extension**

AN AGREEMENT BETWEEN
DOUGLAS COUNTY, NEVADA
AND
LUMOS AND ASSOCIATES

FILED
NO. 2023. 285
DATE 12/26/23
DOUGLAS COUNTY CLERK
MINDEN, NV
BY [Signature] DEPUTY

This Agreement ("Agreement") is entered into by and between Douglas County, 1594 Esmeralda Avenue, Minden, Nevada, 89423, a political subdivision of the State of Nevada (the "County"), and Lumos and Associates, 308 N. Curry Street, Suite 200, Carson City, NV 89703 (the "Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the County is permitted to use Federal funding the County has received to contract with Contractor to provide the professional services referenced herein; and

WHEREAS, the Contractor must comply with all applicable legal and regulatory requirements for the use of Federal funding, including all applicable compliance requirements and all applicable Uniform Administrative Requirements, Cost Principles; and

WHEREAS, the Douglas County Board of Commissioners has approved using Federal funding in accordance with the terms of this Agreement.

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. This Agreement is effective on the date signed by both parties and shall continue in effect until all services referenced in the Agreement are performed by Contractor, but in no event later than December 31, 2024, unless earlier terminated by either party in accordance with the terms of this Agreement.

2. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed by Contractor are as follows: Prepare a feasibility study on extending public water and sewer along Pinenut Road and Sawmill Road to cross-connect existing public and private utilities to increase service capacities as further detailed in the Contractor's Proposal attached hereto as Exhibit A.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 for a total cost not to exceed Forty-Nine Thousand Five Hundred dollars and Zero Cents, \$49,500.00 payable by County to Contractor from Federal funding. Contractor agrees to

submit invoices detailing the work completed within ten days of the end of the prior month for any services rendered. County will pay invoices it receives within 45 days after receipt. County reserves the right to withhold or reduce payment under this Agreement if County determines, in its sole discretion, that Contractor has failed to comply with any applicable laws and regulations regarding the use of Federal funding.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation license 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, and all associates and employees shall have the status of 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 and Associates has entered into a contract with Douglas County to perform work from December 21, 2023, through December 31, 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 Lumos and Associates is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager
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. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all federal requirements regarding the expenditure of Federal funds that are in effect as of the effective date of this Agreement, and that may later be enacted or promulgated, including, without limitation, 31 CFR Part 35 and 2 CFR Part 200. Pursuant to 2 CFR §200.316 any real property, equipment, and intangible property, that are acquired or improved with a

Federal funds must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

7. ADMINISTRATION OF AGREEMENT. The individuals listed below shall administer this Agreement on behalf of the parties. All communications between Contractor and County and notices required under this Agreement shall be sent to the individuals listed below:

County:	Douglas County, Nevada
Attn:	Jeremy J. Hutchings, PE County Engineer
Address:	1594 Esmeralda Avenue PO Box 218 Minden, NV 89423
Ph:	775.782.9063
Email:	jhutchings@douglasnv.us
Contractor:	Lumos and Associates
Attn:	Tim Russell, PE, WRS Engineering Division Director
Address:	308 N. Curry Street, Suite 200 Carson City, NV 89703
Ph:	775.827.6111
Email:	trussell@lumosinc.com

8. AUDIT AND INSPECTION OF CONTRACTOR RECORDS. Upon request of the County, Contractor shall make available to the County for examination all of Contractor's records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Contractor shall maintain such records in an accessible location and condition for a period of not less than six years following the termination of this Agreement, unless County agrees in writing to an earlier disposition.

9. TERMINATION OF AGREEMENT. The County may, upon written notice to Contractor, terminate this Agreement in whole or in part, for any reason, upon 30 days advance written notice to Contractor. In the event of termination, Contractor shall be paid for all services rendered to County up to the effective date of termination.

10. SUSPENSION AND DEBARMENT CERTIFICATION. In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, Contractor certifies that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. By signing this Agreement, Contractor certifies that he/she/it has not been suspended or debarred from federal projects, and is fully eligible to receive federal funding.

11. CIVIL RIGHTS REQUIREMENTS. The following requirements apply to the underlying Agreement:

(1) Nondiscrimination -In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements issued.

(2) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the underlying Agreement:

(a) Race, Color, Creed, National Origin, Sex, Age -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements issued.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements issued.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements issued.

12. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

13. Buy American (when appropriate). Products permanently incorporated into the work are subject to the Federal Buy America requirements as set forth in 23 CFR 635.410. Buy America requirements apply to all steel or iron materials for permanent incorporation in the work. The steel or iron material must have all manufacturing process occur in the United States. "Manufacturing" includes all processes that affect the size, shape, and finish of the steel (coating, forming, plating, galvanizing, etc.). A Buy America Waiver must be requested and approved by the funding agency prior to commencement of work.

14. Domestic Preferences for Procurement. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. Davis-Bacon Act (when appropriate). Davis-Bacon Act as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

16. CLEAN AIR AND WATER ACTS. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended—Contracts and subgrants of amounts in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17. 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 his/her/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.

18. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees, agents, volunteers, or other representatives arising out of or related to Contractor's performance under this Agreement. Notwithstanding the obligation of Contractor to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

19. CONSTRUCTION OF AGREEMENT. The Agreement 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 Agreement. 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 Agreement 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. The Parties mutually agree to not seek punitive damages against either Party.

20. FEDERAL CHANGES. The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed

directly or by reference in any funding documentation, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

21. MODIFICATION OF CONTRACT. This Agreement constitutes the entire agreement and understanding between the Parties. All other representations, oral or written, are superseded by this Agreement. This Agreement may only be modified by a written amendment signed by both of the Parties.

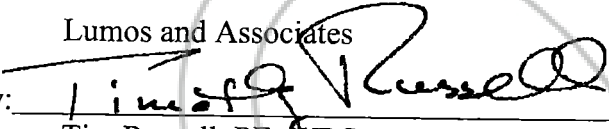
22. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either County or Contractor.

23. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the County.

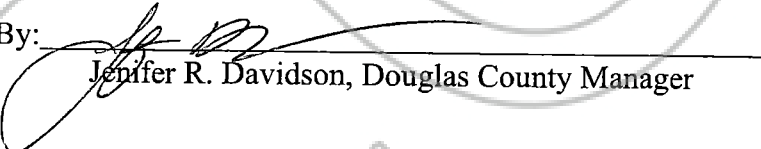
24. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Agreement.

25. COUNTERPARTS. This Agreement may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto.

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

Lumos and Associates
By: 
Tim Russell, PE, WRS
Engineering Division Director

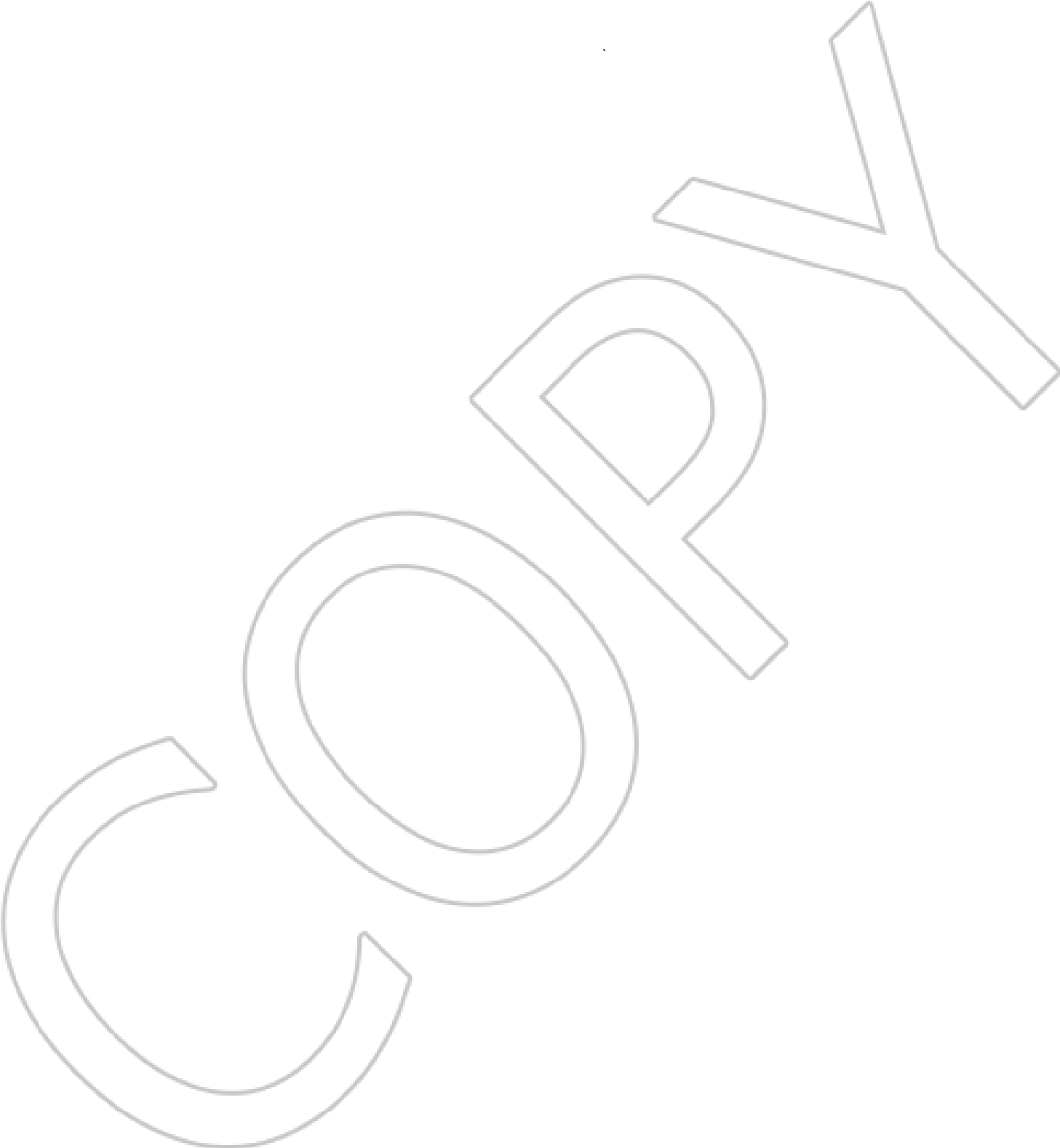
11/13/2023
Date

Douglas County, Nevada
By: 
Jennifer R. Davidson, Douglas County Manager

12/21/2023
Date

Exhibit A

Project Scope





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

November 8, 2023

Douglas County Community Development
Jeremy Hutchings, P.E. – County Engineer
1594 Esmeralda Avenue
Minden, NV
(775) 782-9063

LA23.732

Via Email: jhutchings@douglasnv.us

Subject: Pinenut Road Utility Extension Feasibility Study – Proposal for Professional Services

Dear Mr. Hutchings:

Lumos & Associates, Inc. is pleased to provide you with this proposal and scope of work to complete a Feasibility Study for the potential extension of utilities on Pinenut Road in the south portion of Carson Valley.

Project Understanding

The intent of the study is to determine the feasibility of extending public water and sanitary sewer utilities along Pinenut Road and Sawmill Road to potentially intertie existing private and public utilities with other existing public utilities to increase service capacities to the industrial zoned areas along Sawmill Road in the southern area of Carson Valley. There is approximately 289 acres of light industrial zoned property along Sawmill Road. Large, light manufacturing buildings are desirable in Douglas County for several reasons. The use has limited impact on traffic; has low consumptive demand on resources such as water; generates limited waste streams; provides jobs to the Carson Valley; generates tax revenue from the increased property valuation and equipment taxes; and has low demand on emergency services such as police and paramedics. As a result, it is advantageous to the County to evaluate opportunities for providing expanded utility service to this area.

There are three existing water systems in the study area, the County's Fairground System, the PUC regulated Gardnerville Water Company (GWC), and the private WR Technology Park (WRT) system. One challenge to serving the area is fire flow storage. Since the new fire code was adopted, sprinklers are only allowed to grant a 50% reduction in the fire flow and storage requirements, whereas the previous code allowed a 75% reduction for buildings with sprinklers. This code change places a limiting constraint on the building sizes because the existing water systems do not presently have adequate storage volumes to serve the area by themselves. Cross connecting the Fairgrounds System to the GWC system and potentially the private WRT system may provide the additional storage needed to see the development of this industrial area. The GWC's system is currently stubbed on Pinenut Road near the intersection with Pinenut Court.

Public sewer is also limited in this area. WRT also has a private package sewer treatment system for treating effluent. Timber Court projects are on individual sewage disposal systems (septic systems). The best way to improve and protect ground water quality is to get as many projects and houses on public sewer as possible because the public sewer treats the effluent to a higher level than a septic system can achieve. The nearest public sewer available is on Pinenut Road near the intersection with Pinenut Court and is run by the Minden-Gardnerville Sanitation District (MGSD). This system would need to be extended roughly as shown on the attached site plan.

The scope of our work is to complete a feasibility study for extending public water and sanitary sewer utilities along Pinenut Road and Sawmill Road to intertie existing private and public utilities with other existing public utilities to increase service capacities to the industrial zoned areas along Sawmill Road.

Project Scope

Task 1: Data Gathering and Analysis

Under this task, Lumos will gather the available data for the water systems (Fairgrounds, WRT, and GWC) and the sewer systems (WRT and MGSD) necessary to evaluate the feasibility of potential utility extensions along Pinenut Road to interconnect these systems for redundancy. We are assuming the following items will be provided to Lumos:

- Existing water models for the Fairgrounds System, Gardnerville Water Company, and WRT
- Existing sewer collection models (if available) for MGSD
- Available GIS and CAD mapping, along with record drawings, as-builts, and/or plans of water facilities for the Fairgrounds System, GWC, and WRT
- Available GIS and CAD mapping, along with record drawings, as-builts, and/or plans for WRT and MGSD
- Existing system pressures, demands, flow rates, and other related operational data for the various systems.
- Prior planning documents prepared by the County for this area (if any)

This task anticipates up to two (2) coordination meetings with each entity (WRT, MGSD, Douglas County Utilities, and GWC) to assist in developing a final data request and to ensure each entity's needs/concerns are noted. It is assumed that Douglas County CD will also attend these meetings to provide an overall guide to the project direction.

After obtaining the available data, Lumos will analyze the information from the following perspectives:

- Operational considerations for interties (pressures, flows, storage, collection capacity, potential pipe sizes)
- Physical considerations for extensions of utilities (ROW, alignment, easements, Allerman Canal crossing, etc.)
- Practical considerations for extensions of utilities and interties (e.g. current PUC regulations may prohibit retail sale of water from GWC but may allow for an emergency intertie).

Task 2: Feasibility Report

Based on the analysis in Task 1, Lumos will prepare a feasibility report focusing on the potential extension and intertie of water and sewer between WRT, Fairgrounds, GWC and WRT/MGSD. The following topics will be addressed in the report:

Section 1: Existing Facilities

- a) Location Map
- b) Size and operational considerations of existing facilities

Section 2: Feasibility of Utility Extensions

- a) Description
- b) Design Criteria
- c) Maps

- d) Physical Constraints
- e) Operational Constraints
- f) Preliminary Cost Estimates

Section 3: Preliminary Utility Layout

- a) Conceptual level horizontal layout of utility extensions
- b) Based on County provided Lidar evaluate crossing of the Allerman Canal

Section 4: Recommendations of Next Steps

- a) List additional studies/analysis required to move the project forward
- b) List initial steps/requirements to complete the project
 - a. Political Agreements
 - b. Funding
 - c. Permitting
 - d. Potential schedule of design, permitting, and construction
 - e. Etc.
- c) Describe potential funding options and the requirements to submit for it.

Schedule

We anticipate submitting the draft feasibility study within twelve (12) weeks upon receipt of the data request information.

Assumptions / Exceptions

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

- Please note that this is not a full Preliminary Engineering Report (PER) completed in conformance with the US Department of Agriculture Rural Utility Service (USDA-RUS) Bulletin 1780-2 (*Guidance on Preliminary Engineering Reports*) as the available budget is not adequate to complete all components of a formal PER.
- No analysis of future growth (289 acres of undeveloped property north of WRT) is included at this time due to uncertainty of master planning that area.
- No field survey is included.
- No design is included under this phase.

Fees

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

Task	Description	Fee
Task 1	Data Gathering and Analysis	\$30,000
Task 2	Feasibility Report	\$19,500
Proposal Total:		\$49,500

Tasks 1 and 2 are lump sum. Lumos will be happy to amend this proposal as necessary to add other services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please provide Douglas County's contract for signature. 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,



Jonathan Lesperance, P.E.
Group Manager, Engineering Division



Tim Russell, P.E. WRS
Director of Engineering

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

26th day of December, 2023

By Carlynn Babals Deputy