

Recorder's Office Cover Sheet

Recording Requested By:

Name: Nick Charles

Department: Public Works

Item ID/Agreement #: DC-544-2024



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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: _____

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CONTRACT FOR PROFESSIONAL SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

J-U-B- ENGINEERS, INC.

FILED

NO. DC-544-2024

5/24/24
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY AL DEPUTY

This Contract for Professional Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and J-U-B Engineers, Inc., an Idaho Corporation registered with the Nevada Secretary of State (NV19741000794) ("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, licensed, 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"). Unless earlier terminated as set forth in this Contract, the terms of this Contract shall remain in effect until the Services to be Performed under Paragraph 2 have been completed.

2. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform services related to: design improvements for the Clubhouse Lift Station. The Services are more particularly described and shall be completed in accordance with the specifications and assurances set forth in Exhibit A hereto.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 on a time and materials basis for a total cost not to exceed ninety-seven thousand five hundred sixteen Dollars (\$ 97,516.00) (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 2. As a precondition to receiving payment from the County, Contractor must register as a vendor by submitting the County required paperwork.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, his 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 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 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:

J-U-B Engineers, Inc. has entered into a contract with Douglas County to perform services through approximately December 31, 2024, and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice to insured 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
ATTN: Nicholas Charles
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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

- A. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- B. Is otherwise in compliance with those terms, conditions and provisions

4. WARRANTY. Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: This term shall not be construed as a limitation on any other remedies that might be available to the County. 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.

5. TERMINATION OF CONTRACT. Either Party may terminate the Contract for cause 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.

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. Contractor shall promptly inform County of any claims or complaints made against Contractor (or any of its employees or agents who are engaged in work under this Contract) to any professional licensing board or of any investigations conducted by such boards; in this context, promptly shall mean as soon as possible, but in no event later than 5 business days after Contractor becomes aware of the claim, complaint or investigation.

7. GENERAL & PROFESSIONAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general and professional liability insurance in the minimum amounts of \$1,000,000 each 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 by Contractor at least 30 days in advance of any cancellation or nonrenewal of such insurance.

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 and B. 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 and finally Exhibit B.

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. Subject to the standard of care, Contractor promises and agrees to fully and completely comply with applicable local, state and federal laws, regulations, orders, or requirements in carrying out the obligations of the Contract, including, but not limited to, federal, state, and local accounting procedures and requirements, hazardous materials regulations, and immigration and naturalization laws. This provision also includes the requirement to comply with nondiscrimination provisions of federal, state and local law; contractor is especially reminded of those requirements set forth in Exhibit B to this agreement.

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. Use or reuse of Materials by County for any purpose other than intended by this agreement shall be at County's sole risk.

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, and hold the County, its agents and employees harmless from any and all claims, causes of action or liability to the extent 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: Director of Public Works
Post Office Box 218
Minden, Nevada 89423

To Contractor: J-U-B Engineers, Inc.
Attn: Shane Dyer
5190 Neil Road, Suite 500
Reno, NV 89502

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.

J-U-B Engineers, Inc.

By: Shane Dyer 05/15/2024
Shane Dyer, Area Manager (Date)

Douglas County

By: Jenifer Davidson 5/22/24
Jenifer Davidson, County Manager (Date)

**HELPING EACH OTHER
CREATE BETTER COMMUNITIES**



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GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Clubhouse Lift Station Rehabilitation – Phase 2

Scope of Work

Exhibit A

J-U-B ENGINEERS, Inc. (J-U-B) is pleased to provide Douglas County Public Works (CLIENT) with this proposal for engineering design services for the above project.

CLIENT: Douglas County Public Works

J-U-B PROJECT NUMBER: 49-23-036

CLIENT PROJECT NUMBER: 24S01

An Agreement for Professional Services will be executed between J-U-B and CLIENT to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

The Project is located adjacent to the Genoa Lakes Golf Course in Genoa, Douglas County, Nevada. The lift station pumps wastewater (approximately 0.133 MGD) generated in the West Valley Service Area to the collection system in the East Valley and ultimately to the North Valley Wastewater Treatment Plant (NVWWTP). Douglas County considers this lift station to be the most critical lift station in their system.

Originally constructed in 1993 and upgraded in 2001 the Clubhouse Lift Station is comprised of a wet well, valve vault, flow meter vault, electrical equipment, instrumentation and controls, generator, and appurtenances. The lift station site is located adjacent to the golf course maintenance shop, with no security fencing. The lift station has experienced past occasional floods. There have been no major improvements other than installation of new pumps in 2019.

This scope of work was developed based on the Basis of Design Report (BODR) prepared J-U-B and Verus, AEC. that was submitted to CLIENT on December 21, 2023.

The BODR evaluated the existing condition of the lift station, estimated future lift station flows, evaluated controls, monitoring, and telemetry system upgrade and improvements.

It is our understanding that construction engineering services will be covered under a separate agreement, following bidding of this project.

J-U-B will work with the CLIENT to estimate the project schedule and critical path items.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.



J-U-B ENGINEERS, INC.



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A. Task 010: Contract Administration/Project Management

1. Project Management tasks to include the following:
 - a. Set up project in J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Communicate and coordinate J-U-B's design team activities as required.
 - c. Coordination, administrative meetings, and contracting duties with Subconsultants. The Subconsultant fees are itemized in the table in PART 4 below.
 - d. Process monthly subconsultant invoices.
 - e. Regularly monitor project status, budget, and schedule. Provide a monthly invoice including budget status.
2. Deliverables
 - a. Monthly invoices

B. Task 020: 50% Design

1. Project kick-off meeting and site visit.
 - a. CLIENT and J-U-B will meet at the project site with the Electrical/Controls and Liner/Concrete subconsultants to familiarize the design team with the project scope and schedule. J-U-B and subconsultants will take photographs, visually observe the project areas, and document findings of the visit in written notes. J-U-B and subconsultants will utilize previously prepared topographic survey and mapping.
2. Develop 50% Design Plans based on the BODR and direction from the CLIENT.
 - a. The preliminary design plans will include a lift station site plan, pressure sewer and gravity sewer lines, preliminary/schematic bypass pumping plan, preliminary details for liner demolition and replacement, preliminary pump rail mounting hardware replacement, preliminary concrete repair details, and preliminary electrical and process and instrumentation design for the lift station rehabilitation.
 - b. J-U-B will administer the electrical/controls engineering subconsultant contract, coordinate delivery of work product, and provide quality control review of work products for coordination with civil plans. The general scope of the electrical design work is attached (see Attachment B).
 - c. J-U-B will administer the liner/concrete evaluation subconsultant contract, coordinate delivery of the work product, and provide quality control review of work products for coordination with civil plans. The general scope of the liner/concrete work is attached (see Attachment C).
 - d. Plans, specifications, and bid schedule will be developed based on the assumed work sequencing:
 - i. Install bypass pumping (by Contractor)
 - ii. Drain/clean wet well (by Contractor)
 - iii. Visual inspection of T-Lock Liner (by liner/concrete evaluation subconsultant, work to be paid under future construction engineering services contract)
 1. Nondestructive testing on existing T-Lock liner (holiday and mil thickness tests)
 - a. If any liner discontinuities are found, cut out liner at location and visually evaluate surface condition of concrete. Patch liner if wet well concrete condition is deemed acceptable by liner/concrete evaluation subconsultant.



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2. Should liner or concrete interface be deemed unacceptable by liner/concrete evaluation subconsultant, liner shall be completely removed by the Contractor, and the entirety of the wet well concrete will be visually inspected by the liner/concrete evaluation subconsultant. No destructive testing will be performed. Concrete surface shall be pressured washed to check integrity.
- iv. Liner/concrete repair work as required (by Contractor)
- v. Electrical/controls work (by Contractor)
- e. The scope of work for the wet well rehabilitation will be based on the following assumptions, and J-U-B will prepare the plans and specifications accordingly:
 - i. The base bid will be for the electrical/controls rehabilitation and the bypass pumping required to complete that work.
 - ii. A deductive alternate will be developed for compromised T-Lock liner and concrete that has not experienced significant deterioration and can be suitably repaired.
 1. Because the actual degree (or non-degree) of liner and/or concrete degradation is presently unknown and cannot be determined until the investigative work has been completed under the future construction engineering services contract, the bid documents will be prepared based on the assumption that the most extensive liner rehabilitation option will be required.
 2. A lump sum bid item will include complete removal of the liner, concrete preparation, wet well rehabilitation with basic coating system (Raven 405), and replacement of the pump rails, including any and all additional bypass pumping over the base amount required for the electrical/controls rehabilitation work.
 3. J-U-B will also prepare specifications for a "structural" liner material (Sprayroq Spraywall or Spectrashield) that is less extensive than the coating system.
 - a. This option will not be included in the plans and specifications, but J-U-B will have the information at hand and provide to the contractor as required following the inspection of the liner and wet well concrete.
 4. The contractor will construct/install the appropriate remediation once the liner and wet well have been inspected by the liner/concrete consultant (the inspection work will occur under the construction engineering services contract.) Should the Holiday testing indicate that there are no problems with the liner or should a less intensive repair than the full requirements of the deductive alternate be required, the construction contract will be adjusted accordingly.
 5. A force account will be included in the bid schedule to cover more significant concrete rehabilitation should it be required. The contractor will be required to submit a Labor and Equipment Rate Schedule with their bid for use on unanticipated extra work during the project.
 - iii. J-U-B will work with the concrete/liner evaluation subconsultant on the development of the plans and specifications.
 - iv. The concrete/liner evaluation subconsultant will provide a constructability review.

- v. Bypass pumping plan preparation is to be considered as a performance-based schematic design. The Contractor is required to design and implement the bypass per the approved plans and specifications.
 3. Prepare preliminary list of technical specifications contained on the 50% plan sheets.
 4. Develop a preliminary opinion of probable construction cost.
 5. Participate in a preliminary design review meeting with the CLIENT. One review meeting with the CLIENT and design subconsultants at CLIENT's office is anticipated. Review design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.
 6. Deliverables:
 - a. Kick off meeting notes
 - b. 50% Design Plans
 - c. Preliminary List of Technical Specifications
 - d. Preliminary Opinion of Probable Construction Cost
- C. Task 030: 90% Design**
 1. Prepare 90% Plans
 - a. Revise the preliminary bypass pumping plan, wet well rehabilitation plan, and preliminary electrical and process and instrumentation plans from the CLIENT review comments as appropriate.
 - b. Complete final design of bypass pumping plan with considerations for CLIENT and/or private property access, constructability, surface disturbance, sanitary separations, and impacts to public traffic access, utility conflicts, construction access, easement conditions, and other pertinent design issues.
 - c. Complete electrical and instrumentation design.
 - d. Complete wet well rehabilitation design.
 2. Prepare final technical specifications (CSI MasterFormat). CLIENT will prepare front end documents (Div 00 and some Div 01).
 3. Update the preliminary Opinion of Probable Construction Cost.
 4. Complete an internal QC review.
 5. Participate in a 90% design review meeting with the CLIENT. One review meeting with the CLIENT and design subconsultants at CLIENT's office is anticipated. Review 90% design drawings and project schedules with the CLIENT.
 6. Deliverables:
 - a. 90% Design Plans
 - b. 90% Technical Specifications
 - c. 90% Opinion of Probable Construction Cost
- D. Task 040: 100% Design (Issued for Permitting)**
 1. Prepare 100% Plans and Technical Specifications for Permitting Application Submittal
 - a. Incorporate appropriate review comments and complete Issued for Permitting Plans and Technical Specifications for Agency Review. It is assumed that any agency-required traffic control plans and/or SWPPP will be prepared by the construction contractor.
 2. Prepare Permit Applications and provide to CLIENT for CLIENT's submittal to following Agencies: NDEP-BWPC, Douglas County Building Department, and East Fork Fire
 3. Assist CLIENT in administration of Permitting Process.
 4. Deliverables
 - a. 100% Design – Issued for Permit Plans

- b. Applications: NDEP-BWPC, Douglas County Building Department, East Fork Fire

E. Task 050: 100% Design (Issued for Bid)

1. Prepare 100% Plans
 - a. Incorporate appropriate CLIENT and Agency review comments and complete final Issued for Bid Plans and Technical Specifications. It is assumed that any agency-required traffic control plans and/or SWPPP will be prepared by the construction contractor.
 - b. Finalize electrical and instrumentation design.
 - c. Finalize wet well rehabilitation design.
2. Prepare final technical specifications.
3. Finalize Opinion of Probable Construction Cost and Bid Schedule.
4. Complete an internal QC review with a Senior-level J-U-B engineer.
5. Deliverables:
 - a. IFB Design Plans
 - b. IFB Technical Specifications
 - c. Final Opinion of Probable Construction Cost and Bid Schedule

F. Task 060: Bidding Support

1. CLIENT will take the lead on bidding. All plan distribution will be through QuestCDN. J-U-B will assist CLIENT in administration of the public bid advertisement process as required.
2. Attend Pre-Bid Meeting, conducted by CLIENT to familiarize bidders and interested parties with the construction project scope and requirements. Provide CLIENT information as required. It is anticipated that CLIENT will conduct this meeting at the project site.
3. Prepare Bid Addenda. Addenda are normally required in response to Contractor questions and/or design changes initiated by the CLIENT. Fee estimate includes costs for the preparation of two Addenda.
4. Respond to questions that arise during the Contractor's or supplier's bid preparation process. Fee estimate includes costs for responding to two Requests for Information (RFI).
5. Assist the CLIENT in conducting the project Bid Opening as required. It is anticipated that J-U-B will attend this meeting at CLIENT's Office.
6. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT.
7. Assist the CLIENT with review and analysis of bids received and prepare Recommendation of Award to CLIENT.
8. Deliverables:
 - a. Prebid meeting agenda and minutes
 - b. Addenda and RFI responses
 - c. Bid tabulation
 - d. Recommendation for Award

G. Task 070: Reimbursable Expenses

1. Reimbursable expenses include mileage, per diem, lodging, GPS Equipment, printing.

H. Task C01: County Directed Services

1. From time to time the CLIENT may have additional tasks related to the project, or additional tasks may be encountered that are not identified in this scope of work or that may be dependent on decisions not yet made. This task establishes a management reserve for Additional Services. J-U-B shall not perform any Additional Services unless authorized in writing by CLIENT staff (CLIENT's

Project Manager). Compensation for Additional Services may be based on J-U-B's time and material, or a lump sum amount as agreed by CLIENT and J-U-B.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

- NDEP-BWPC, Douglas County Building Department, and East Fork Fire permitting tasks are included in this proposal. Should additional permitting be required, J-U-B will provide a contract amendment to add additional services.
- Douglas County previously provided lift station as-builts, service area map (includes parcels and zoning), collection system and force main records, flow records.
- Douglas County is currently working on an I & I mitigation study and will provide planned mitigation areas and expected flow reductions.
- J-U-B will coordinate with CLIENT to determine the bypass pumping flow requirements and discharge location.
- Additional Services - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks may be added by amendment at a later date.
- Construction Services will be covered under a separate proposal.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Subconsultants' charges times a multiplier of 1.10.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

The following table summarizes the fees for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount
010	Contract Administration/Project Management	Time and Materials (Estimated Amount Shown)	\$8,769
020	50% Design	Time and Materials (Estimated Amount Shown)	\$19,701
030	90% Design	Time and Materials (Estimated Amount Shown)	\$9,650
040	100% Design (Issued for Permitting)	Time and Materials (Estimated Amount Shown)	\$6,296
050	100% Design (Issued for Bid)	Time and Materials (Estimated Amount Shown)	\$3,301
060	Bidding	Time and Materials (Estimated Amount Shown)	\$6,329
S01	Electrical/Controls Design (Verus)	Time and Materials (Estimated Amount Shown)	\$28,760
S02	Liner/Concrete Rehabilitation Design (CME)	Time and Materials (Estimated Amount Shown)	\$4,400
Subtotal:			\$87,206



J-U-B ENGINEERS, INC.

J-U-B FAMILY OF COMPANIES

070	Reimbursable Expenses	Time and Materials (Estimated Amount Shown)	\$310
C01	County Directed Services	Time and Materials (Estimated Amount Shown)	\$10,000
Total:			\$97,516

C. Our anticipated project schedule:

- Contract to Board of County Commissioners April 18, 2024
- Notice to Proceed: May 3, 2024
- Kickoff/Site Meeting: week of May 6, 2024
- 50% Design Submittal to Douglas Co. May 17, 2024
- Douglas Co. review comments to J-U-B May 31, 2024
- 90% Design Submittal to Douglas Co. June 14, 2024
- Douglas Co. review comments to J-U-B June 28, 2024
- Permitting Submittals to Agencies July 12, 2024
- Permitting Comments to J-U-B August 23, 2024
- Issued for Bid Submittal to Douglas Co. September 6, 2024

If this proposal is acceptable, please provide a Contract or work authorization. Please contact me at 775-741-1437 or by email at mwilhelm@jub.com if you have any questions or require any additional information.

Best regards,

Mike Wilhelm, P.E.
Program Manager

Attach:

- J-U-B 2024 Fee Schedule (Attachment A1)
- J-U-B Hours Estimate (Attachment A2)
- Verus Proposal (Attachment B)
- CME Proposal (Attachment C)

FEE SCHEDULE

The following fee schedule will be used for the project. The rates are subject to annual revision. The costs for the project will be billed on a time and materials basis.

2024

Labor Category	Hourly Rate
Principal / Program Manager	\$229-\$270
Project Engineer – Senior/Lead	\$201-\$240
Project Manager	\$184-\$205
Project Engineer	\$176-\$240
Project Designer	\$137-\$158
CAD Designer	\$107-\$160
Environmental Specialist Lead/Senior	\$141-\$217
Environmental Scientist	\$98-\$141
Survey PLS – Senior/Discipline Lead	\$207-\$220
Survey PLS - Lead	\$162-\$180
Survey Technician – Lead/Senior	\$123-\$147
Project Designer	\$137-\$158
Assistant Designer/Intern	\$87-\$110
Survey Technician	\$92-\$110
Project Financial Accountant	\$89-\$117
Administrative Assistant	\$59-\$83

- 1) Rates subject to change on a yearly basis.
- 2) Mileage will be charged at the current Federal Rate, and other direct costs will be specified in Project Scopes of Work and budgets.
- 3) A 10 percent markup will be applied to Subconsultant fees.

ATTACHMENT A1- Fee Breakdown

PROJECT TITLE: Clubhouse Lift Station Rehabilitation Basis of Design Report
CLIENT: Douglas County
JOB NUMBER: 49-23-036
DATE: April 2, 2024

TASK NO	PROJECT TASK	Principal	Program Manager	Senior Engineer	Project Engineer	CAD Designer	Profess. Land Surveyor	Survey Tech	Project Financial Accountant	Admin.	Trips	TOTAL HRS	TASK DIRECT COSTS
		\$251.00	\$230.00	\$205.00	\$176.00	\$137.00	\$207.00	\$147.00	\$105.00	\$83.00			
010. Contract Admin/Project Management													
1	Project financial set up & Contract	1	1	0	0	0	0	0	1	0		3	\$586.00
2	Communicate/coordinate J-U-B activities	1	2	1	1	0	0	0	0	0		5	\$1,092.00
3	Communicate/coordinate subconsultant activities	1	6	6	0	0	0	0	2	0		15	\$3,071.00
4	Monthly subconsultant invoices	0	6	0	0	0	0	0	6	0		12	\$2,010.00
5	Monthly invoices/budget status	0	6	0	0	0	0	0	6	0		12	\$2,010.00
020. 50% Design													
1	Project Kick-off Mtg/Site Walk Through	0	4	4	4	0	0	0	0	1	1	13	\$2,527.00
2	Prepare 50% Plans	4	4	4	32	32	0	0	0	0		76	\$12,760.00
3	Prepare List of 50% Technical Specs	0	2	4	0	0	0	0	0	1		7	\$1,363.00
4	Prepare 50% Cost Opinion	0	1	2	4	0	0	0	0	1		8	\$1,427.00
5	Hold 50% Design Review Meeting	0	4	0	4	0	0	0	0	0	1	8	\$1,624.00
030. 90% Design													
1	Prepare 90% Plans	1	2	0	4	8	0	0	0	0		15	\$2,511.00
2	Prepare 90% Technical Specs	0	2	8	0	0	0	0	0	4		14	\$2,432.00
3	Prepare 90% Cost Opinion	0	1	2	2	0	0	0	0	1		6	\$1,075.00
4	QC Review of 90% Design Items	8	0	0	0	0	0	0	0	0		8	\$2,008.00
5	Hold 90% Design Review Meeting	0	4	0	4	0	0	0	0	0	1	8	\$1,624.00
040. 100% Design (Issued for Permit)													
	Prepare 100% Plans and Specs for Permit Apps	1	1	0	2	4	0	0	0	0		8	\$1,381.00
	Prepare Permit Applications	0	3	6	0	0	0	0	0	3		12	\$2,169.00
	Assist in Permitting Process	0	2	6	6	0	0	0	0	0		14	\$2,746.00
050. 100% Design (IFB)													
1	Finalize 100% Plans	1	1	0	2	4	0	0	0	0		8	\$1,381.00
2	Finalize 100% Technical Specs	0	1	4	0	0	0	0	0	1		6	\$1,133.00
3	Finalize 100% Cost Opinion	0	1	1	2	0	0	0	0	0		4	\$787.00
060. Bidding													
1	Assist in Bidding Process	0	1	0	2	0	0	0	0	0		3	\$582.00
2	Attend Pre-Bid Meeting	0	4	0	0	0	0	0	0	1	1	5	\$1,003.00
3	Prepare Bid Addenda	0	2	0	4	0	0	0	0	1		7	\$1,247.00
4	Respond to Bidders Questions	0	2	0	4	0	0	0	0	1		7	\$1,247.00
5	Attend Bid Opening	0	4	0	0	0	0	0	0	0	1	4	\$920.00
6	Prepare Bid Tabulations	0	1	0	2	0	0	0	0	1		4	\$665.00
7	Assist in Bid Review	0	1	0	2	0	0	0	0	1		4	\$665.00
	Sub-Total	18	69	48	81	48	0	0	15	17	5	296	\$54,046.00
LABOR:		Shane D Phil K.	Mike W Gary V.	Jeff W	Jimmy H	Andrew M	Jon L.	Kim K Chad V.	Amber M.				
	Labor	18	69	48	81	48	0	0	15	17	5	296	\$54,046.00
COUNTY DIRECTED SERVICES:													\$10,000.00
EXPENSES:		Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles	Markup					
	Air Travel	\$600.00	0					1.0					\$0.00
	Mileage	\$0.670		5			90	1.0					\$301.50
	Per Diem	\$59.00						1.0					\$0.00
	Lodging	\$150.00						1.0					\$0.00
	GPS Survey Unit	\$46.50				0		1.0					\$0.00
	Printing	\$0.00						1.0					\$0.00
SUBCONSULTANTS:													
801	Venus (Electrical and Controls)						\$26,145	1.1					\$28,760.00
802	CME (Wet Well Liner and Concrete)						\$4,000	1.1					\$4,400.00
								1.0					\$0.00
	Subtotal - Labor + County Directed Services												\$64,046.00
	070. Subtotal - Expenses												\$310.00
	Subtotal - Subconsultants												\$33,160.00
	Total - Project Design Services Fees												\$97,516.00

Proposal for Services

TO:	J-U-B Engineers, Inc.	DATE:	February 26, 2024
ATTN:	Mike Wilhelm	PROPOSAL #:	PR 3009
PHONE:	775-852-1440	FROM:	Charles Pasillas
EMAIL:	mwilhelm@jub.com	EMAIL:	Cpasillas@verusaec.com
PROJECT:	DCPW-Genoa Lakes Golf Club Lift Station Electrical Upgrade		

Statement of Work

JUB has requested Verus to propose on upgrading the electrical system based on recommendations presented in Basis of Design report to Douglas County issued in December 2023.

Basis of Work

1. Address flooding concerns specific to the electrical equipment as outlined in the Basis of Design report.
2. Replacement of electrical service board, ATS and generator as they are reaching the end of life cycle for use.
3. Control design for reconnection of existing remaining instrumentation, valves and devices as well as new instrumentation.

Proposed Services

1. Project Management and Coordination

Verus will provide a project manager to act as the primary contact during the project. The project manager will perform the following duties:

- a. Collaborate with team to develop and maintain project plan and schedule.
- b. Coordinate technical details of the project.
- c. Meetings with design team and DCPW for design kick-off, 50% review and 90% review.
- d. Manage and coordinate the work within Verus' scope.

2. Engineering/Drawings

- a. Survey existing site conditions pertaining to upgrade of electrical and control system.
- b. Size new electrical service board, automatic transfer switch and generator.
- c. Design new control system integration to new electrical service board.
- d. Size conduit and wire for new instrumentation.
- e. Control block diagrams will incorporate new and existing remaining devices, valves and instrumentation. Specified products will be per adopted Douglas County standards.
- f. Electrical specifications will be provided on the drawings.

3. Bidding and Negotiations

- a. Address inquiries within our scope of work.
- b. Issue responses, addendums and clarifications necessary during the bidding process.
- c. Pre-Bid walk.

Proposal for Services

Client Responsibilities

- Access to the site.
- Provide adopted standards for control, instrumentation and SCADA communications.

Deliverables

- Drawings and specifications provided for 50%, 90%, Permit and Bid.

Schedule

Below is the proposed schedule:

ID	Task Name	Duration
1	From project Kick-Off to 50% CD	Three Weeks
2	From 50%CD design review to 90%CD	Two Weeks
3	From 90%CD design review to Bid Documents	Two Weeks

Conditions/Exclusions

- Bonding and permits are not included in this proposal.
- Specifications will be provided within the drawings.
- IECC documentation not included in this proposal.
- If liquidated damages are required for this project a 15% addition to the cost will be applied.
- Access to facility during normal business hours (8am to 5pm M-F).
- Programming is not included in this proposal
- Site layout plans are not included in this proposal
- Additional services by Verus outside the scope noted in this proposal is available on a time and material basis at Verus' standard hourly rates. These services may include corrections and additions required due to misuse or negligence of Client or others outside of Verus.

Budget

Item	Description	Amount	Taxable	Basis
1	Project Management	\$3,179	No	T&M
2	Engineering / Drawings	\$20,540	No	T&M
3	Bidding and Negotiations	\$2,426	No	T&M
Total Price		\$26,145		

Proposal for Services

Commercial Basis

This proposal forms the sole basis for the work to be performed and supersedes all other proposals whether written or verbal.

TERMS AND CONDITIONS:	Available online at www.verusaec.com/terms
COMPLETION DATE:	Work can begin upon receipt of signed proposal. Anticipated completion date is TBD.
TAX BASIS:	Excluded, will be applied at time of invoice
TERMS OF PAYMENT:	Monthly Progress Billings, Net 15
PROPOSAL VALID FOR:	30 Days
PROPOSAL BUDGET:	Based on receiving entire scope. Changes in scope will impact pricing.
CURRENCY:	United States Dollars (USD)
FREIGHT BASIS:	Not Applicable
TRAVEL BASIS:	Travel time and expenses are included in this proposal. Any travel time resulting from out of scope work or unnecessary call out will be billed at standard rates (available upon request). Travel time begins at Verus office and ends upon arrival at client's locale (client facility, hotel, etc). Any additional travel expenses shall be itemized and billed to client at cost plus a 10% handling fee.

ACCEPTANCE OF PROPOSAL

The prices, specifications, and conditions shown in the above proposal are accepted. Verus is authorized to start and complete the work specified. Payments will be made as outlined. Work will be scheduled upon receipt and acceptance by Verus. Upon acceptance, this proposal becomes a contract.

Name

Signature

Date

PO Number



300 Sierra Manor Drive, Suite 1
Reno, NV 89511

March 26, 2024

Mike Wilhelm, P.E.
J-U-B ENGINEERS, INC.
5190 Neil Road, Suite 500
Reno, NV 89502

**RE: Douglas County Clubhouse Sewer Lift Station Constructability
Review Genoa Lakes Clubhouse
Douglas County, NV**

Dear Mr. Wilhelm:

CME, Inc. is pleased to provide this cost proposal for design collaboration options for the referenced project.

It is understood that our scope of work is to provide design collaboration and constructability review during the design process.

Our services will be provided for a cost not to exceed \$4,000.00. We propose to provide these services on a time and expense basis in accordance with our current standard fee schedule.

If this proposal meets your approval, please issue your standard contract for professional services. Upon receiving authorization, we will proceed with our services. Any additional services will be billed on a time, and expense basis in accordance with our current standard fee schedule.

We appreciate the opportunity to provide our inspection and materials testing services. Please do not hesitate to call if you have any questions or comments.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "R. O. Corkill Jr.", is positioned above the typed name.

Roger O. Corkill Jr., PE
Project Manager
rcorkill@cmenv.com
Direct: 775-737-7581
Mobile: 775-722-5067

ROC:roc
Enclosure

v:\projects\minor proposals\2024\jub douglas county foothill sewer project\letter_03-26-24.docx

Exhibit B

2 Pages

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

24 day of May, 2024

By [Signature] Deputy