

AMENDMENT A

**TO THE CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN THE CITY OF FERNLEY AND LUMOS AND ASSOCIATES, INC.**

This Amendment A to the Contract for Independent Contractor between the City of Fernley and Lumos and Associates, Inc. is entered into this 18th day of April, 2018, by and between The City of Fernley (“City”), and Lumos and Associates, Inc. (“Lumos”); also referred to as “The Parties.”

On November 05th, 2014, the City and Lumos entered into a Contract for services related to Phase 2 of the Zone 6 Sewer Rehabilitation Project. The parties hereby wish to

- 1.) Extend the date of the Contract to December 31st, 2018.
- 2.) Amend the Scope of Work to reflect the Scope and Tasks as described in Attachment A, with approved additional Project funding for Construction Services, not to exceed \$41,000.00.

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this Amendment A, shall remain in full force and effect.

Each signatory for the Parties below has read the Amendment A, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

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DATED _____

Lumos and Associates, Inc.

DATED: _____

Roy Edgington
Mayor, City of Fernley

Attest:
DATED: _____

KIM SWANSON
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: _____

Brandi Jensen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408
775) 784-9861
Attorney for the City of Fernley

ATTACHMENT A



March 30, 2018

Jessica Dover, Associate Engineer
City of Fernley Public Works Department
595 Silver Lace Boulevard
Fernley, Nevada 89408

**Re: City of Fernley 2014 North Arm Railroad Crossing SS Replacement
Amendment of Engineering Services**

Dear Jessica:

Lumos and Associates, Inc. (Lumos) is pleased to provide the City of Fernley (City) with this amendment for engineering and related services for sanitary sewer replacement and realignment of the North Arm 18" Sanitary Sewer Interceptor associated with the railroad crossing north of Hardie Lane.

Project Scope

Below is a full list of the original scope with updates to status:

Task 1 – Base Mapping

Completed

Task 2 - Civil Design

Completed

Task 3 – Geotechnical Investigation

Completed

Task 4 - Bidding

Completed

Task 5 – Construction Staking

Original Scope assumed 1 site visit. Due to the flat slopes additional verification has been requested of the surveyors.

Task 6 - Easement Exhibits

This task was not completed and no longer needed.

Task 7 – Union Pacific Railroad Permitting

As this project has been extended, additional coordination with Union Pacific is warranted. Although this task has been contracted as T&M the estimated budget has been reached prior to the end of the coordination.

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Task 8 - Construction Management and Contract Administration

Lumos will provide construction management services as follows:

- Attend, prepare agenda(s) and conduct the preconstruction conference and progress meetings throughout the project duration
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Provide recommendations to the City of Fernley for any necessary construction changes due to field conditions
- Assist in change order review and approval
- Provide final test results, field reports in an electronic .pdf on diskette.
- Provide Administration Services (i.e. Technical Typist, Construction Services Engineer, and Construction Services Supervisor) at an estimated cost of 10% of the fees associated with the above inspection and testing scope.

Task 9 – Testing and Inspection

Lumos will provide construction inspection services as follows:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full-time inspector, ten (10) hour work days for 35 shifts. We anticipate a total of 350 inspection hours.

Lumos will provide materials testing services as follows:

- (3) Modified Proctors @ \$250.00 each = \$750.00
- (2) Sieve Analysis @ \$150.00 each = \$300.00
- (2) Atterberg Limits @ \$200.00 each = \$400.00
- (2) R-Values @ \$325.00 each = \$650.00
- (6) Concrete Compressive Strength Testing for CLSM Pipe Abandonment @ \$35.00 each = \$210.00
- (6) Concrete Compressive Strength Testing for Manhole Collars @ \$35.00 each = \$210.00
- Construction Services Engineer Review: \$930.00

Task 10 – Reimbursables

No Change

Task 11 – On-Call Services

No Change

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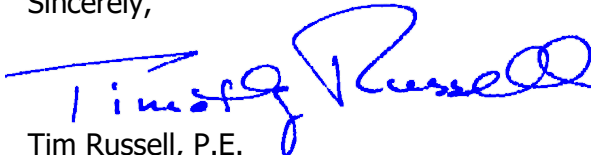
Fees

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

		Contract Amount	Amount Remaining	Amount to Complete	Difference
1	Base Map	\$2,500.00			\$0.00
2	Civil Design	\$18,000.00			\$0.00
3	Geotech	\$5,800.00			\$0.00
4	Bidding	\$3,800.00			\$0.00
5	Construction Staking	\$2,000.00	\$2,000.00	\$3,500.00	\$1,500.00
6	Easement Exhibits	\$800.00	\$800.00	\$0.00	-\$800.00
7	UPRR	\$6,000.00		\$1,000.00	\$1,000.00
8	CM	\$9,900.00	\$6,000.00	\$10,200.00	\$4,200.00
9	T&I	\$14,000.00	\$14,000.00	\$49,100.00	\$35,100.00
		\$62,800.00	\$22,800.00	\$63,800.00	\$41,000.00

Please do not hesitate to contact me, or Michael Bennett, if you have any questions or concerns.

Sincerely,



Tim Russell, P.E.
Engineering Group Manager

Cc: Michael Bennett

Testing/Inspection		Per Hour
Director		\$225
Group Manager		210
Geotechnical Engineer		190
Construction Services Engineer		155
Construction Services Supervisor		135
Geotechnician		125
Senior Inspector (includes nuclear gauge)		115
Inspector (includes nuclear gauge)		105
Field Technician II (includes nuclear gauge)		95
Field Technician I (includes nuclear gauge)		90
Administrator		75
Clerical		65

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$150
Wash	(ASTM C-117)	125
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	175

Soils & Aggregate Testing		Each
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	\$125
Sand Equivalent	(ASTM D-2419)	150
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	75
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	225
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	75
Plastic Index	(ASTM D-4318)	200
Expansion Index	(ASTM D-4829)	250
R-Value	(ASTM D-2844)	325
California Bearing Ratio	(ASTM D-1883)	Quote on request
Direct Shear	(ASTM D-3080)	350
Unconfined Compression	(ASTM D-2166)	Quote on request
Consolidation	(ASTM D-2435)	500
Permeability (4-inch Rigid Wall, Falling head)	(ASTM D-4491)	Quote on request
Soluble Sulfates		Quote on request
pH	(ASTM D-4972)	Quote on request
Resistivity		Quote on request
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Mix Design		Quote on request
Cement Treated Base Compression Test		50
Fine Durability Index	(ASTM D-3744)	200
Coarse Durability Index	(ASTM D-3744)	300
Cleanness Value	(CAL 229)	200

Moisture Density Testing		Each
Compaction	(ASTM D-698 or ASTM D-1557)	\$250
Rock Correction	(ASTM D-4718)	125
Harvard Miniature	(NDOT T-101)	110
CAL 216		225
Check Point	(ASTM D-1557)	125

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	300
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	\$35
Hold Cylinder (Cured but not tested)		25
Compression, Concrete Core	(ASTM C-42)	35
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	75
Compression, Grout Cylinder	(UBC 24-28)	35
Compression, Mortar Cylinder	(UBC 24-28)	35
Masonry Block Absorption and Moisture	(ASTM C-140)	Quote on request
Shrinkage	(ASTM C-426)	Quote on request
Compression, Concrete Masonry Units	(ASTM C-140)	Quote on request
Compression, Concrete Masonry Prisms	(ASTM C-1314)	Quote on request
Density of Spray Applied Fireproofing		Quote on request
Concrete Mix Design, including Mixing and Casting of Cylinders		Quote on request

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	250

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply.

**Invoices are due upon receipt and considered to be past due after thirty days.
This fee schedule applies to services provided from February 2018 until further notice.**

Engineering & Development	Per Hour
President	\$250
Director	225
Group Manager	210
Planning Group Manager	170
Project – Senior Project Manager	170-180
Hydrogeologist - Senior Hydrogeologist	160-165
Staff - Project - Senior Engineer	130-140-150
Staff - Project - Senior Structural Engineer	130-140-160
Landscape Architect Manager	140
Landscape Architect Designer – Landscape Architect	115-130
Project Coordinator	125
Project - Senior Project Designer	115-120
Structural - Senior Structural Designer	100-110
Assistant Planner	100
Engineering Technician I - II	90-100
Support Technician	65
Construction	Per Hour
Director	\$225
Group Manager	210
Project Manager	170
Geotechnical Engineer	190
Construction Services Engineer	155
Construction Services Supervisor	135
Geotechnician	125
Inspector - Senior Inspector	105-115
Field Technician I - II	90-95
Surveying	Per Hour
Director	\$225
Group Manager	210
Project Manager	170
Project - Senior Surveyor	130-140
Project Coordinator	125
Staff Surveyor	120
Surveying Technician I - II	95-110
Party Chief	140
Chain Person	70
Administrative & Other Services	Per Hour
Administrator	\$75
Clerical	65
30x42 Color/B&W (per copy)	10/5
24x36 Mylar/Color/B&W (per copy)	20/5/3
8.5x11 Color /B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2018 until further notice.