



AGENDA

CITY COUNCIL MEETING

55 West Williams Avenue Fallon, NV
July 21, 2026 at 9:00 AM

The Honorable City Council will meet in a regularly scheduled meeting on July 21, 2026 at 9:00 a.m. in the City Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Items on the agenda may be taken out of order. The Council may combine two or more agenda items for consideration. The Council may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Unless otherwise allowed by the City Council, public comments by an individual will be limited to three minutes.

1. Pledge of Allegiance to the Flag
2. Certification of Compliance with Posting Requirements
3. Public Comments
General in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. **(For discussion only)**
4. Approval of Warrants **(For possible action)**
 - A) Accounts Payable
 - B) Payroll
 - C) Customer Deposit
5. Consideration and possible action to approve the Maintenance Agreement for Softball Fields and related facilities between the City of Fallon and Churchill County to be constructed with funds received by Churchill County through the Southern Nevada Public Lands Management Act. **(For possible action)**
6. Consideration and possible action to approve a construction contract with A&K Earthmovers of Fallon, Nevada in order to complete the Fallon Municipal Airport Construct New Taxilane and Extend Existing Taxilane, in the amount of One Million One Hundred Six-Five Thousand

Dollars and Zero Cents (\$1,165,000.00), of which the FAA share would be 95% or One Million One Hundred Six Thousand Seven Hundred Fifty Dollars and Zero Cents (\$1,106,750) and the City's share would be 5% or Fifty-Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$58,250). **(For possible action)**

- 7.** Consideration and possible action to approve of a professional services contract with J-U-B Engineers, Inc. for construction services for the Construct New Taxilane and Extend Existing Taxilane Project in an amount not-to-exceed Two Hundred Twenty-One Thousand Three Hundred Seventy-Four Dollars (\$221,374), of which the FAA share would be 95% or Two Hundred Ten Thousand Three Hundred Five Dollars and Thrity Cents (\$210,305.30) and the City's share would be 5% or Eleven Thousand Sixty-Eight Dollars and Seventy Cents (\$11,068.70). **(For possible action)**
- 8.** Consideration and possible action to approve a construction contract with Ernst Earthworks of Fallon, Nevada in order to complete the Laura Mills Walking Path Replacement Project in the amount of Eight Hundred Fifteen Thousand Seven Hundred Ninety-Eight Dollars and Eighty-One Cents (\$815,798.81). **(For possible action)**
- 9.** Consideration and possible action to approve a change order contract with A&K Earthmovers of Fallon, Nevada in order to complete the Rattlesnake Hill Water Tank Demolition Project, in the amount of Six Hundred Sixteen Thousand Five Hundred and Fifty Dollars and Zero Cents (\$616,550). **(For possible action)**
- 10.** Fallon Police Department Monthly Report for June 2026 **(For discussion only)**
- 11.** Public Comments **(For discussion only)**
- 12.** Council and Staff Reports **(For discussion only)**

This agenda has been posted on or before 9:00 a.m. on July 16, 2026 at City Hall, City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>).

The supporting material for this meeting is also available to the public on the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>) or by contacting Elsie Lee, Deputy City Clerk, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, 775-423-5104

/s/ Elsie M. Lee

NOTICE TO PERSONS WITH DISABILITIES: Reasonable effort will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call the City Clerk's Office at 775-423-5104 in advance so that arrangements may be conveniently made.



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: July 10, 2026
 AGENDA DATE: July 21, 2026
 TO: The Honorable City Council
 FROM: Trent deBraga, City Attorney
 AGENDA ITEM TITLE: Consideration and possible action to approve the Maintenance Agreement for Softball Fields and related facilities between the City of Fallon and Churchill County to be constructed with funds received by Churchill County through the Southern Nevada Public Lands Management Act. **(For possible action)**

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| ☐ Resolution | ☐ Ordinance |
| ☒ Formal Action/Motion | ☐ Other – Discussion Only |

RECOMMENDED COUNCIL ACTION: Motion to approve the Maintenance Agreement for Softball Fields and related facilities between the City of Fallon and Churchill County to be constructed with funds received by Churchill County through the Southern Nevada Public Lands Management Act.

DISCUSSION:

The Maintenance Agreement for Softball Fields and related facilities is for the long-term maintenance of City owned property, specifically 447 N. Maine Street (Churchill County APN: 001-011-03) and 481 N. Broadway Street (Churchill County APN: 001-051-26), and County owned property, specifically 376 N. Maine Street (Churchill County APN: 001-051-37). The County has received funds through the Southern Nevada Public Lands Management Act which will be used to develop and enhance the City and County's respective ball fields and related facilities. The Southern Nevada Public Lands Management Act requires an agreement between the two local governments related to the ongoing maintenance obligations for each entity on the properties. The agreement sets forth the City and County's obligations.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

PREPARED BY: Trent deBraga, City Attorney

**CITY OF FALLON AND CHURCHILL COUNTY MAINTENANCE AGREEMENT FOR
SOFTBALL FIELDS**

This Maintenance Agreement (the "Agreement") is entered into as of _____, 2026, by and between the City of Fallon, a municipality organized and existing under the laws of the State of Nevada ("City"), and the County of Churchill, a political subdivision of the State of Nevada ("County"). The City and the County may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties have jointly developed or are involved in the operation of softball fields and related facilities that span properties owned by the City and properties owned by the County;

WHEREAS, certain portions of the Project are subject to obligations under the Southern Nevada Public Land Management Act ("SNPLMA"), requiring that the facilities remain in use for recreational purposes for a period of at least 99 years from the date of initial project completion;

WHEREAS, the Parties desire to allocate maintenance and operational responsibilities for the Project to ensure its continued functionality, compliance with federal obligations, and efficient use for public benefit;

WHEREAS, the Parties agree that the City shall be responsible for maintaining and operating those portions of the Project located on City Property, and the County shall be responsible for maintaining and operating those portions of the Project located on County Property; and

WHEREAS, the Parties further agree to ensure no removal or permanent closure of facilities during the 99-year SNPLMA period.

WHEREAS, to meet federal obligations under SNPLMA, as defined in this agreement, the County and City may perform certain maintenance on property owned by the other party accordingly to ensure continued use of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- a. "Project" means the softball fields and related facilities, including but not limited to playing fields, bleachers, lighting, parking areas, restrooms, splash pads and ancillary infrastructure, located on both City Property and County Property.
- b. "City Property" means the real property commonly known as 447 N. Maine Street (further identified by Churchill County Assessor's Parcel Number 001-011-03) and 481 N. Broadway Street (further identified by Churchill County Assessor's Parcel Number 001-051-26) owned by the City on which portions of the Project are situated.
- c. "County Property" means the real property commonly known as 376 N. Maine Street (further identified by Churchill County Assessor's Parcel Number 001-051-37) owned by the County on which portions of the Project are situated.
- d. "Maintenance" includes routine upkeep, repairs, cleaning, landscaping, utilities management, and other activities necessary to keep the Project in good working order and safe for public use.
- e. "Operation" includes scheduling, permitting, event management, and day-to-day oversight of the Project facilities.
- f. "SNPLMA Period" means the 99-year period commencing from the date the County receives the Notice to Proceed from SNPLMA, during which the Project must remain in use for recreational purposes pursuant to federal requirements.

2. MAINTENANCE AND OPERATIONAL RESPONSIBILITIES

- a. The City shall maintain and operate all portions of the Project located on City Property at its sole cost and expense, in accordance with applicable laws, regulations, and industry standards.
- b. The County shall maintain and operate all portions of the Project located on County Property at its sole cost and expense, in accordance with applicable laws, regulations, and industry standards.
- c. Notwithstanding Section 2(a), to ensure continued use of the Project and compliance with federal obligations under SNPLMA, in the event the City does not maintain and operate all portions of the Project located on City Property, and such maintenance and operation is necessary to comply with the federal obligations under SNPLMA, the County may, at its discretion and upon reasonable notice and opportunity to make the necessary repairs by the City, perform necessary maintenance on City Property. In the event the County provides such maintenance and operation for the Project located on City Property, the County shall

invoice the City for the actual costs incurred for such maintenance, including labor, materials, and overhead, within 30 days of completion. The City shall pay such invoices within 30 days of receipt. The Parties shall negotiate in good faith to resolve any disputes regarding such invoices.

d. Notwithstanding Section 2(b), in the event the County requires the City to maintain and operate any portion of the Project located on County Property, the City may, at its discretion and upon reasonable notice and opportunity to make the necessary repairs by the County, perform necessary maintenance or operations on County Property. In the event the City provides such maintenance and operation for the Project located on County Property, the City shall invoice the County for the actual costs incurred for such maintenance, including labor, materials, and overhead, within 30 days of completion. The County shall pay such invoices within 30 days of receipt. The Parties shall negotiate in good faith to resolve any disputes regarding such invoices.

3. TERM OF AGREEMENT

This Agreement shall commence on the date first written above and shall remain in effect indefinitely, subject to the SNPLMA Period requirements. The Parties intend for maintenance and operational obligations to continue for at least the duration of the SNPLMA Period.

4. NO REMOVAL OR PERMANENT CLOSURE

During the SNPLMA Period, neither Party shall remove, demolish, or permanently close any portion of the Project facilities without the prior written consent of the other Party and in compliance with all federal obligations under SNPLMA. Temporary closures for maintenance, safety, or emergencies are permitted, provided they are reasonable in duration and the other Party is notified in advance when feasible.

5. FUTURE CAPITAL EXPENDITURES

Each Party shall be solely responsible for any future capital expenditures, improvements, or upgrades to the portions of the Project located on its respective property. The Parties may, however, collaborate on joint capital projects by mutual agreement, with costs allocated as separately negotiated.

6. INSURANCE AND LIABILITY

Each Party shall maintain adequate insurance coverage for its respective property and operations, including general liability, property damage, and workers' compensation, in amounts customary for similar facilities. Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, losses, or damages arising from its own negligence or willful misconduct in performing its obligations under this Agreement. Neither

party waives, and intends to assert any and all protections and/or limitations of liability contained in NRS Chapter 41.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of laws principles.

8. AMENDMENTS

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

9. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered to the following addresses:

For the City: Attn: Mayor, 55 W. Williams Ave., Fallon, NV 89406

For the County: Attn: County Manager, 155 N. Taylor St., Suite 194 Fallon, NV 89406.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

11. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. AUTHORITY AND COMPLIANCE WITH NEVADA LAW This Agreement is entered into pursuant to NRS 277.045 which allows cooperative agreements between political subdivisions. The Parties represent and warrant that they have the full legal authority to enter into this Agreement and perform their obligations hereunder

14. PUBLIC RECORDS. The Parties acknowledge that this Agreement and all records, reports, invoices, and communications related thereto are public records subject to the Nevada Public Records Act (NRS 239.010).

15.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF FALLON

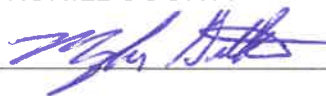
By: _____

Name: _____

Title: _____

Date: _____

CHURCHILL COUNTY

By: 

Name: Myles Getto

Title: Chair, Board of County Commissioners

Date: 06/17/26

Attest:


Churchill County Clerk



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: July 14, 2026
 AGENDA DATE: July 21, 2026
 TO: The Honorable City Council
 FROM: Brian Byrd, Public Works Director
 AGENDA ITEM TITLE: Consideration and possible action to approve a construction contract with A&K Earthmovers of Fallon, Nevada in order to complete the Fallon Municipal Airport Construct New Taxilane and Extend Existing Taxilane, in the amount of One Million One Hundred Six-Five Thousand Dollars and Zero Cents (\$1,165,000.00), of which the FAA share would be 95% or One Million One Hundred Six Thousand Seven Hundred Fifty Dollars and Zero Cents (\$1,106,750) and the City's share would be 5% or Fifty-Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$58,250).
(For possible action)

TYPE OF ACTION REQUESTED:

Resolution	Ordinance
(X) Formal Action/Motion	Other

POSSIBLE COUNCIL ACTION: Motion to approve a construction contract with A&K Earthmovers of Fallon, Nevada in order to complete the Fallon Municipal Airport Construct New Taxilane and Extend Existing Taxilane, in the amount of One Million One Hundred Sixty-Five Thousand Dollars and Zero Cents (\$1,165,000.00), of which the FAA share would be 95% or One Million One Hundred Six Thousand Seven Hundred Fifty Dollars and Zero Cents (\$1,106,750) and the City's share would be 5% or Fifty-Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$58,250).

DISCUSSION: The City has been approved for an FAA grant to Airport construct a new taxilane and extend an existing taxilane at the Fallon Municipal Airport as described in the attached exhibit. This project was previously designed by J-U-B Engineers, Inc. Sealed bids for FY 2026 Airport Improvements to the Fallon Municipal Airport were received and opened at 2:00 p.m., April 28, 2026.

The overall low bidder, A&K Earth Movers, submitted a total bid that was 5.4% lower than the Engineer's Estimate and 20.1% lower than the next closest bid. City staff recommends approval of a construction contract with A&K Earthmovers as the lowest responsive and responsible bidder.

FISCAL IMPACT: \$1,650,000

FUNDING SOURCE: \$58,250 City of Fallon Airport Fund and \$1,106,750 FAA Grant Funds

PREPARED BY: Brian Byrd, Director of Public Works

TO BE PRESENTED TO COUNCIL BY: Brian Byrd, Director of Public Works



May 5, 2026

Mr. Brian Byrd
Public Works Director
City of Fallon
55 West Williams Ave
Fallon, Nevada 89406-2999

RE: Recommendation of Award
FY 2026 Airport Improvements to the Fallon Municipal Airport
FAA AIP 3-32-0008-032-2026 & IIJA 3-32-033-2026 (Tentative)
Construct New Taxilane & Extend Existing Taxilane

Dear Mr. Byrd:

Sealed bids for FY 2026 Airport Improvements to the Fallon Municipal Airport were received and opened at 2:00 P.M. on April 28, 2026. The project consisted of one bid schedules, and the Base Bid is expected to be awarded. In conformance of FAA AIP Handbook-Order 5100.38D, below is a "Price Analysis" for the total bid price.

Price Analysis:

Four sealed bids were received and are summarized in the following table:

Contractor	Location	Total Bid	% Diff. from Estimate
Engineer's Estimate		\$1,231,980.00	-
A&K Earth Movers, Inc.	Fallon, NV	\$1,165,000.00	-5.4%
Q&D Construction LLC	Reno, NV	\$1,458,124.00	+18.4%
Qualcon Contractors, Inc.	Minden, NV	\$1,484,561.00	+20.5%
Road and Highway Builders, LLC	Reno, NV	\$1,848,848.00	+50.1%

The overall low bidder, A&K Earth Movers, submitted a total bid that was 5.4% lower than the Engineer's Estimate and 20.1% lower than the next closest bid.

A&K has material sources much closer to the airport compared to the other bidders, and this provides a clear logistical advantage, resulting in reduced haul distances and lower transportation-related costs. This geographic efficiency is a reasonable and commonly observed factor influencing competitive bid pricing.

The Engineer's Estimate was developed based on adjusting unit costs for a similar project from last year for inflation. It is the Engineer's opinion that they are reasonable based on the current bidding environment as evidenced by several other similar projects in the area.

Enclosed is a copy of the bid package for your files. Based on several comparisons in the current market climate and the additional considerations listed above, J-U-B finds the apparent low bid submitted by A&K Earth Movers, Inc. to be competitive, fair and reasonable in accordance with FAA AIP Handbook-Order 5100.38D.

The bid submitted by A&K Earth Movers, Inc. was reviewed for bid submittal requirements and appears to be responsive. This company is a qualified licensed contractor in the State of Nevada and has a history of performing similar projects. Based on the bidding criteria, A&K Earth Mover's bid is considered responsive and responsible.

Based on the current available funding, J-U-B recommends award of Base Bid Schedule A to A&K Earth Movers.

If you have any questions regarding the bid, bid results and subsequent award process, please call me at 775-741-1437.

Sincerely,

J-U-B ENGINEERS, INC.



Mike Wilhelm, P.E.
Project Manager

Enclosures

BID SUMMARY

PROJECT TITLE: Construct New Taxilane & Extend Existing Taxilane
 PROJECT NUMBER: AIP 3-32-0008-031-2025 ~ PWP# CH-2026-321
 OWNER/AIRPORT: City of Fallon / Fallon Municipal Airport
 ENGINEER: J-U-B Engineers, Inc.
 PROPOSAL OPENING: 4/28/26 2:00 PM Local Time
 LOCATION: City of Fallon, Administration Office, City Hall at 55 West Williams Avenue, Fallon, Nevada 89406

BID INFORMATION:

CONTRACTOR:	ENGINEER'S ESTIMATE	A&K Earthmovers, Inc.	Q&D Construction LLC	Qualcon Contractors, Inc.	Road and Highway Builders LLC
Bid Proposal (Signed)	-	x	x	x	x
Bid Schedule of Items & Prices	-	x	x	x	numbers only, no words
Acknowledgement of Addenda (None)	-	n/a	n/a	n/a	n/a
Declaration of Non-Collusion	-	x	x	x	x
Bid Bond	-	x	x	x	x
Statement of Bidders Pre-Qualifications	-	x	x	x	x
Subcontractors List	-	x	x	x	x
Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions	-	x	x	x	x
Buy American Certificate	-	x	x	x	x
Trade Restriction Certification	-	x	x	x	x
Mobilization Price Cap	-	x	x	x	x
Plan Holder	-	x	x	x	x
Bid Schedule A	\$1,231,980.00	\$1,165,000.00	\$1,458,124.00	\$1,484,561.00	\$1,848,848.00
Bid Total	\$1,231,980.00	\$1,165,000.00	\$1,458,124.00	\$1,484,561.00	\$1,848,848.00
Bidder Rank		1	2	3	4

BID SCHEDULE "A" CONSTRUCT NEW TAXILANE & EXTEND EXISTING TAXILANE
City of Fallon, Nevada
Fallon Municipal Airport
AIRPORT IMPROVEMENTS FY 2026
FAA AIP PROJECT NO. 3-32-0008-031-2025 ~ PWP# CH-2026-321

Item No.	Spec. No.	Description	Bid Quantity	Unit Measure	Engineer's Estimate		A&K Earthmovers, Inc.		Q&D Construction LLC		Qualcon Contractors, Inc.		Road and Highway Builders, LLC	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	C-100-3.1	Contractor Quality Control Program (CQCP)	1	LS	\$32,000.00	\$32,000.00	\$81,000.00	\$81,000.00	\$59,000.00	\$59,000.00	\$86,000.00	\$86,000.00	\$50,000.00	\$50,000.00
2	C-102-5.1	Storm Water Pollution Prevention Plan and Control	1	LS	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
3	C-105-3.1	Mobilization	1	LS	\$145,000.00	\$145,000.00	\$187,000.00	\$187,000.00	\$145,147.00	\$145,147.00	\$70,000.00	\$70,000.00	\$256,188.00	\$256,188.00
4	P-101-5.1	Asphalt Pavement Removal	61	SY	\$8.00	\$488.00	\$65.00	\$3,965.00	\$130.00	\$7,930.00	\$200.00	\$12,200.00	\$20.00	\$1,220.00
5	P-101-5.2	Pavement Saw Cutting	279	LF	\$8.00	\$2,232.00	\$8.00	\$2,232.00	\$12.00	\$3,348.00	\$10.00	\$2,790.00	\$20.00	\$5,580.00
6	P-101-5.3	Pavement Marking Removal	28	SF	\$50.00	\$1,400.00	\$25.00	\$700.00	\$10.00	\$280.00	\$30.00	\$840.00	\$15.00	\$420.00
7	P-101-5.4	Relocate Electrical Infrastructure	1	LS	\$125,000.00	\$125,000.00	\$30,000.00	\$30,000.00	\$28,600.00	\$28,600.00	\$32,000.00	\$32,000.00	\$50,000.00	\$50,000.00
8	P-101-5.5	Relocate Communications Infrastructure	1	LS	\$20,000.00	\$20,000.00	\$6,600.00	\$6,600.00	\$6,350.00	\$6,350.00	\$8,500.00	\$8,500.00	\$15,000.00	\$15,000.00
9	P-101-5.6	Relocate Water System Infrastructure	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00
10	P-103-4.1	Airport Safety and Security	1	LS	\$11,000.00	\$11,000.00	\$13,500.00	\$13,500.00	\$56,000.00	\$56,000.00	\$8,500.00	\$8,500.00	\$100,000.00	\$100,000.00
11	P-152-4.1	Unclassified Excavation	3,473	CY	\$50.00	\$173,650.00	\$25.00	\$86,825.00	\$38.00	\$131,974.00	\$85.00	\$295,205.00	\$120.00	\$416,760.00
12	P-152-4.3	Unsuitable Overdepth Excavation	100	CY	\$150.00	\$15,000.00	\$150.00	\$15,000.00	\$260.00	\$26,000.00	\$150.00	\$15,000.00	\$150.00	\$15,000.00
13	P-154-5.1	Subbase Course	1,219	CY	\$125.00	\$152,375.00	\$95.00	\$115,805.00	\$180.00	\$219,420.00	\$160.00	\$195,040.00	\$180.00	\$219,420.00
14	P-156-8.1	Cement Treated Subgrade	2,438	SY	\$20.00	\$48,760.00	\$37.00	\$90,206.00	\$50.00	\$121,900.00	\$42.00	\$102,396.00	\$70.00	\$170,660.00
15	P-208-5.1	Aggregate Base Course	813	CY	\$170.00	\$138,210.00	\$180.00	\$146,340.00	\$200.00	\$162,600.00	\$200.00	\$162,600.00	\$220.00	\$178,860.00
16	P-208-5.2	ShoulderAggregate Base Course	559	CY	\$150.00	\$83,850.00	\$165.00	\$92,235.00	\$225.00	\$125,775.00	\$200.00	\$111,800.00	\$150.00	\$83,850.00
17	P-401-8.1	Asphalt Surface Course	850	TON	\$250.00	\$212,500.00	\$235.00	\$199,750.00	\$273.00	\$232,050.00	\$285.00	\$242,250.00	\$190.00	\$161,500.00
18	P-620-5.1	Yellow Temporary Marking without Glass Beads	385	SF	\$5.00	\$1,925.00	\$10.00	\$3,850.00	\$10.00	\$3,850.00	\$8.00	\$3,080.00	\$2.00	\$770.00
19	P-620-5.2	Yellow Marking with Glass Beads	385	SF	\$9.00	\$3,465.00	\$10.00	\$3,850.00	\$10.00	\$3,850.00	\$6.00	\$2,310.00	\$12.00	\$4,620.00
20	L-110-5.1	Concrete Encased Electrical Duct Bank, 2-4"	150	LF	\$200.00	\$30,000.00	\$165.00	\$24,750.00	\$158.00	\$23,700.00	\$175.00	\$26,250.00	\$100.00	\$15,000.00
21	L-125-5.1	Taxilane Information Sign	2	EA	\$2,000.00	\$4,000.00	\$3,900.00	\$7,800.00	\$3,800.00	\$7,600.00	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00
22	D-701-5.1	12-inch Corrugated Metal Pipe	65	LF	\$125.00	\$8,125.00	\$180.00	\$11,700.00	\$350.00	\$22,750.00	\$320.00	\$20,800.00	\$600.00	\$39,000.00
23	D-751-5.1	Install New Inlet Structure	1	EA	\$5,000.00	\$5,000.00	\$16,892.00	\$16,892.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$5,000.00	\$5,000.00
BID SCHEDULE "A" TOTAL						\$1,231,980.00		\$1,165,000.00		\$1,458,124.00		\$1,484,561.00		\$1,848,848.00

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxi Lane & Extend Existing Taxi Lane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

BIDDER'S CHECKLIST

Bids will only be accepted from those registered planholders who have obtained a set of Plans and Contract Documents from J-U-B ENGINEERS, Inc. **The following items shall constitute the BID PROPOSAL and shall be completed and accompany the Bid:**

- ☒ The BID PROPOSAL shall be filled out and signed.
- ☒ The BID SCHEDULE OF ITEMS AND UNIT PRICES shall be complete including the extensions.
- ☒ All ADDENDA shall be acknowledged on the Bid Proposal.
- ☒ A BID BOND or CERTIFIED CHECK in the amount of five percent (5%) of the TOTAL BID including alternates shall be included.
- ☒ STATEMENT OF BIDDERS PRE-QUALIFICATIONS form must be completed, provide both the form and Evidence of Financial Responsibility Statement with bid.
- ☒ THE SUBCONTRACTOR LIST must be filled out and included.
- ☒ CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS must be filled out and included.
- ☒ BUY AMERICAN CERTIFICATE must be filled out and included. Note: Within 15 calendar days of the bid opening, the low bidder must submit to the Owner a formal waiver request and required documentation that support the type of waiver being requested.
- ☒ TRADE RESTRICTION CERTIFICATION must be filled out and included.
- ☒ BIDDERS LIST must be filled out and included.
- ☒ Mobilization Price Cap. Note that the contractor's bid price for mobilization shall not exceed **25%** of the total bid amount excluding sales tax. See Technical Specifications C-105 Mobilization. Those bid proposals in which the Mobilization Bid Item exceeds **25%** of the total bid amount as identified herein shall be determined as non-responsive and will not be considered in the bid evaluations.
- ☒ Bids will only be accepted from those registered planholders who have obtained a set of plans and Contract Documents from J-U-B Engineers, Inc.

All Bids shall contain the items listed above in complete form. ***Failure to complete and provide any of the above items may be grounds for rejection of the bid as non-responsive, at the discretion of the OWNER.***

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxilane & Extend Existing Taxilane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

BID PROPOSAL

Proposal of A & K Earth Movers, Inc. (hereinafter called "Bidder"), organized and existing under the laws of the State of Nevada, doing business as * a corporation

To the City of Fallon, Nevada (hereinafter called the "OWNER").

In compliance with your Advertisement for Bids for the **Construct New Taxilane & Extend Existing Taxilane** having examined the Drawings and Specifications with related documents and the site of the proposed Work, and being familiar with all the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies and to complete the Work in accordance with the Contract Documents within the time set forth therein. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this is a part.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid each party thereto certifies as to their own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder agrees that the Work will be substantially completed within the time identified in the Instruction for Bidders after the date when the Contract Time commences to run.

The Bidder accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work on time.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxilane & Extend Existing Taxilane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

BID PROPOSAL (CONTINUED)

BID SCHEDULE OF ITEMS AND PRICES

The bidder agrees to perform all work described in accordance with the Contract Documents, Specifications and as shown on the Plans for the following unit prices. Unit prices for all items shall be shown in both numbers and words. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

PROJECT TITLE: Construct New Taxilane & Extend Existing Taxilane

CONTRACTOR NAME: A & K Earth Movers, Inc.

BASE BID SCHEDULE A

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	C-100-3.1	Contractor Quality Control Program (CQCP)				
	@	Eighty one thousand dollars and no cents	1	LS	\$81,000.00	\$81,000.00
2.	C-102-5.1	Storm Water Pollution Prevention Plan and Control Measures				
	@	Ten thousand dollars and no cents	1	LS	\$10,000.00	\$10,000.00
3.	C-105-3.1	Mobilization				
	@	One hundred eighty seven thousand dollars and no cents	1	LS	\$187,000.00	\$187,000.00
4.	P-101-5.1	Asphalt Pavement Removal				
	@	Sixty five dollars and no cents	61	SY	\$65.00	\$3,965.00
5.	P-101-5.2	Pavement Saw Cutting				
	@	Eight dollars and no cents	279	LF	\$8.00	\$2,232.00
6.	P-101-5.3	Pavement Marking Removal				
	@	Twenty five dollars and no cents	28	SF	\$25.00	\$700.00
7.	P-101-5.4	Relocate Electrical Infrastructure				
	@	Thirty thousand dollars and no cents	1	LS	\$30,000.00	\$30,000.00
8.	P-101-5.5	Relocate Communications Infrastructure				
	@	Six thousand six hundred dollars and no cents	1	LS	\$6,600.00	\$6,600.00
9.	P-101-5.6	Relocate Water System Infrastructure				
	@	Fifteen thousand dollars and no cents	1	LS	\$15,000.00	\$15,000.00
10.	P-103-4.1	Airport Safety and Security				
	@	Thirteen thousand five hundred dollars and no cents	1	LS	\$13,500.00	\$13,500.00
11.	P-152-4.1	Unclassified Excavation				
	@	Twenty five dollars and no cents	3,473	CY	\$25.00	\$86,825.00
12.	P-152-4.3	Unsuitable Overdepth Excavation				
	@	One hundred fifty dollars and no cents	100	CY	\$150.00	\$15,000.00
13.	P-154-5.1	Subbase Course				
	@	Ninety five dollars and no cents	1,219	CY	\$95.00	\$115,805.00

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxilane & Extend Existing Taxilane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

BID PROPOSAL (CONTINUED)

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
14.	P-156-8.1	Cement Treated Subgrade				
	@ Thirty seven dollars and no cents		2,438	CY	\$37.00	\$90,206.00
15.	P-208-5.1	Aggregate Base Course				
	@ One hundred eighty dollars and no cents		813	CY	\$180.00	\$146,340.00
16.	P-208-5.2	Shoulder Aggregate Base Course				
	@ One hundred sixty five dollars and no cents		559	CY	\$165.00	\$92,235.00
17.	P-401-8.1	Asphalt Surface Course				
	@ Two hundred thirty five dollars and no cents		850	TON	\$235.00	\$199,750.00
18.	P-620-5.1	Yellow Temporary Marking without Glass Beads				
	@ Ten dollars and no cents		385	SF	\$10.00	\$3,850.00
19.	P-620-5.2	Yellow Marking with Glass Beads				
	@ Ten dollars and no cents		385	SF	\$10.00	\$3,850.00
20.	L-110-5.1	Concrete Encased Electrical Duct Bank, 2-4"				
	@ One hundred sixty five dollars and no cents		150	LF	\$165.00	\$24,750.00
21.	L-125-5.1	Taxilane Information Sign				
	@ Three thousand nine hundred dollars and no cents		2	EA	\$3,900.00	\$7,800.00
22.	D-701-5.1	12-inch Corrugated Metal Pipe				
	@ One hundred eighty dollars and no cents		65	LF	\$180.00	\$11,700.00
23.	D-751-5.1	Install New Inlet Structure				
	@ Sixteen thousand eight hundred ninety two dollars and no cents		1	EA	\$16,892.00	\$16,892.00
TOTAL BASE BID SCHEDULE A					\$1,165,000.00	

The undersigned acknowledges receipt of the following addenda:

Addendum No. N/A Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxi Lane & Extend Existing Taxi Lane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

BID PROPOSAL (CONTINUED)

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CERTIFICATION OF BIDDER REGARDING DEBARMENT

2 CFR Part 180 & 2 CFR Part 1200

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

49 CFR Part 20 Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, 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

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxi Lane & Extend Existing Taxi Lane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

BID PROPOSAL (CONTINUED)

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Seal if Bid is By Corporation)

SUBMITTED ON (DATE) April 28, 2026

BIDDERS SIGNATURE

TYPED NAME AND TITLE Tanner Hiatt, Secretary

COMPANY NAME A & K Earth Movers, Inc.

MAILING ADDRESS 515 Windmill Drive, Fallon, NV 89406

TELEPHONE 775-825-1636

CONTRACTOR'S REVENUE TAX NUMBER 88-0097157

UNIQUE IDENTITY NUMBER (UEI) DN1LSNWJSNV1

CONTRACTOR'S LICENSE NUMBER 0024548

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxilane & Extend Existing Taxilane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, A & K Earth Movers, Inc., as Principal, and Great American Insurance Company, as Surety, a corporation duly organized under the laws of the State of Ohio, having its principal place of business at 301 E Fourth Street Cincinnati, OH 45202 in the State of Ohio, and authorized to do business in the State of Nevada are hereby held and firmly bound unto the City of Fallon, Nevada as OWNER in the penal sum of Five Percent of Total Amount Bid (\$ 5% of Total Amount Bid) the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 24th day of April, 2026.

The conditions of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Construct New Taxilane & Extend Existing Taxilane, AIP 3-32-0008-031-2025. PWP CH-2026-321.**

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officer, the day and year first set forth above.

A & K Earth Movers, Inc.

Principal

By: Great American Insurance Company

Surety


Carey Morgan
Carey Morgan, Attorney-In-Fact

Countersigned:

By: Carey Morgan Carey Morgan, Resident Agent

The Attorney-in-Fact (Resident Agent), who executed this Bond in behalf of the Surety Company, must attach a copy of his power-of-attorney as evidence of his authority.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 21731

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NICK ROSSI	CAREY MORGAN	ALL
TERI WOOD	SHELLY DEMARAY	\$100,000,000
PATRICIA OWENS		
ANDREA CANTLON		

It is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of APRIL, 2025

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.
Assistant Secretary

John K. Webster
Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 29TH day of APRIL, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 24th day of April

2026



My L C. B.
Assistant Secretary

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxilane & Extend Existing Taxilane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS
(TO BE SUBMITTED WITH BID)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and office where project will be administered:
A & K Earth Movers, Inc.
515 Windmill Drive
Fallon, NV 89406
2. In Order to submit a Bid, the Bidder shall be a licensed by the Nevada State Contractors' Board pursuant to Nevada Revised Statutes (NRS) Chapter 624 to perform the type of work required in the contractor.

Nevada Contractor's License: 0024548

3. Provide evidence of financial responsibility consisting of a confidential statement or report of CONTRACTOR'S financial resources and liabilities as of the last calendar year or last fiscal year. Such statement or report shall be certified by a public accountant. Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Please see attached Nevada Department of Transportation and State Public Works pre-qualification letters

4. List two or more construction projects similar in size and scope to this project that your company has completed within the past 3 years. Provide the following:

a. Project Name:	<u>Please see attached.</u>
b. Owner Name:	<u></u>
c. Owner Contact:	<u></u>
d. Total Contract Amount:	<u></u>
e. Project Duration:	<u></u>
f. Project Superintendent:	<u></u>
a. Project Name:	<u></u>
b. Owner Name:	<u></u>
c. Owner Contact:	<u></u>
d. Total Contract Amount:	<u></u>
e. Project Duration:	<u></u>
f. Project Superintendent:	<u></u>

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxi Lane & Extend Existing Taxi Lane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

- a. Project Name: _____
- b. Owner Name: _____
- c. Owner Contact: _____
- d. Total Contract Amount: _____
- e. Project Duration: _____
- f. Project Superintendent: _____

Note: All contact information shall be verified by the CONTRACTOR to be current and correct. This Information shall include: the OWNER's name, address, phone number, the OWNER's representative, who has working knowledge of the project, their name and phone number.

5. List any projects involving your company that have involved litigation, threatened litigation, or negotiated settlements due to quality of work, contract time or other noncompliance with plans and specifications.

N/A

6. Provide on a separate piece of paper the background and experience of the principal members of your organization, including as a minimum the following staff to be assigned to the Project: **[Project Manager, Superintendent, Paving Foreman, and Paving Screed Operator]**.

Please see attached.

7. Equipment: Please list below the major pieces of equipment (owned and rented) you will commit specifically to this project. Please provide specific details. Use additional sheets if necessary.

# of Units	Description	Rented or Owned	Size/Capacity
	Please see attached.		



Joe Lombardo
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

Tracy Larkin Thomason, P.E.
Director

June 4, 2025

A & K Earth Movers Inc.
515 Windmill Drive
Fallon, NV 89406

Prequalification Status

Dear Contractor:

The Contractor's Statement of Experience and Financial Condition for Prequalification recently submitted by your organization has been reviewed.

Effective the date of this letter, you are prequalified to bid on Nevada Department of Transportation projects in accordance with State of Nevada Contractors License 0024548.

A Contractor whose bidding capacity is in excess of \$25,000,000 will be classified as having "unlimited" bidding capacity.

The amount, range, and period of your qualification is as follows:

Amount of Prequalification: \$113,596,893.00
Maximum Bidding Range: Unlimited
Date of Expiration: 6/30/2026

Your Masterworks Contractor ID# is 10016. To submit a bid, you must have access to Masterworks software on the web. For information on obtaining and using Masterworks, contact NDOT Contract Services at ndotcontractservices@dot.nv.gov or via phone at (775) 888-7070, option 3.

Sincerely,

Karla Monzon
Karla Monzon
Contract Services

Joe Lombardo
Governor



Joy Grimmer
Director

Robert Ragar
Deputy Director

Wilfred J. Lewis, Jr.
Administrator

Carson City Office:
680 West Nye Lane, Suite 103
Carson City, Nevada 89703
Phone: (775) 684-4141

**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION**

Las Vegas Office:
7115 Amigo Street, Suite 100
Las Vegas, Nevada 89119
Phone: (702) 486-5115

October 21, 2024

A&K Earth Movers, Inc.
Attn: Mr. Tanner Hiatt
515 Windmill Drive
Fallon, NV 89406

RE: Qualification results

Dear Mr. Hiatt:

On **October 21, 2024** the State Public Works Board qualified **A&K Earth Movers, Inc.** to bid public works construction projects up to **\$80,000,000** using the State of Nevada license number **24548** license classification **A – General Engineering**.

This qualification to bid is valid through **October 20, 2026**. The results of the Qualification will be posted on our web site www.publicworks.nv.gov the "bid" drop down menu at the top of the home page / List of Qualified bidders.

Please contact this office at (775) 684-4141, if you should have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wilfred J. Lewis, Jr.".

Wilfred J. Lewis, Jr.
Public Works Administrator

WJL/kp
cc: file

Engineering Office
12251 Truckee Canyon Ct
Sparks, NV 89434
P: (775)825-1636
F: (775)825-6171



Main Office
515 Windmill Drive
Fallon, NV 89406
P: (775)423-6085
F: (775)423-8410

References - Completed Projects in the last 5 years

COMPLETION DATE	PROJECT NAME	OWNER	CONTRACT AMOUNT
Fall 2025	Airport Improvements	City of Fallon	\$ 1,403,538.48
Fall 2025	Container Yard Rail Park	Port of Nevada I, LLC	\$ 2,434,082.60
Fall 2025	Big R Fallon	Western Big R	\$ 575,858.00
Fall 2025	Ladera Development - TMWA Emergency Intertie	Sun Valley General Improvement District	\$ 359,173.24
Fall 2025	Fernley Business Park Track Expansion	Port of Nevada I, LLC	\$ 1,075,549.91
Fall 2025	Wadsworth Bypass Route 35	Pyramid Lake Paiute Tribe	\$ 10,298,172.20
Fall 2025	Fallon Colony Tank Replacement	Fallon Paiute Shoshone Tribe	\$ 1,295,000.00
9/30/2025	Lyon County Road Rehab	Lyon County Roads Department	\$ 1,700,420.73
8/31/2025	NDOT 4520 - SR659 McCarran Keystone	NDOT	\$ 1,786,395.45
Summer 2025	Kingston Water Valve Replacement	Town of Kingston, Lander County NV	\$ 748,650.00
Summer 2025	Carson City School District Pavement Projects	Carson City School District	\$ 476,570.00
7/31/2025	Shadow Lane Reconstruction	City of Fernley	\$ 5,315,499.16
4/30/2025	New Frontier Addition	Hammond Homes & Construction	\$ 822,904.00
3/31/2025	NDOT 4518 - SR671 Lakeside	NDOT	\$ 2,605,681.69
2/28/2025	COS Pad Ramp Replacement	City of Sparks	\$ 381,602.00
1/31/2025	Maverik Lovelock Paving	B.H. Inc. dba BHI	\$ 589,445.60
12/31/2024	Cobble Hill Offsite	8900 Lakeside LLC	\$ 1,901,580.00
12/31/2024	CapEx CY24 Path	Clark Builders	\$ 619,735.00
11/30/2024	Fallon Lagoon Expansion	Fallon Paiute Shoshone Tribe	\$ 2,883,866.32
10/31/2024	Stead Organizational Parking Lot Expansion	State of NV Public Works	\$ 364,583.50
Fall 2024	Glenhaven Lots	Thomas Foothill LLC	\$ 8,191,352.96
9/30/2024	NDOT 3961 - US50 Allen	NDOT	\$ 17,729,707.29
9/30/2024	CCHS Football Field Turf Install	Churchill County School District	\$ 1,429,659.00
8/31/2024	Tahce Parking Lot	No. NV Comstock Investments	\$ 671,866.95
8/31/2024	Golden Mesa	JC Golden Mesa	\$ 7,968,338.47
8/31/2024	CCSD Maintenance Bus Yard	Churchill County School District	\$ 831,230.00
7/31/2024	No. NV Hopes 4th Street	The Neenan Company	\$ 2,105,887.24
6/30/2024	Arway Commerce Park	Platinum Builders	\$ 21,610,032.37
6/30/2024	Replace Apron Striping	State of NV Public Works	\$ 312,365.00
6/30/2024	JC Village 1	JC Onda Verde LLC	\$ 8,744,005.00
5/31/2024	Steamboat Ditch Improvements	8900 Lakeside LLC	\$ 336,645.00
4/30/2024	CCMS Track Paving	Churchill County School District	\$ 667,049.22
12/31/2023	NDOT 3956 - US95 Trinity	NDOT	\$ 16,180,664.64
7/31/2023	CapEx CY22 Tot Lot	Clark Builders	\$ 132,884.00
11/30/2023	Consolidated Roadway Rehab	City of Fallon	\$ 3,982,810.29
11/30/2023	Cats Park Splash Pad	City of Fallon	\$ 1,431,194.05
11/30/2023	Legacy Trails Friendly 5	JC Onda Verde LLC	\$ 1,927,129.00
11/30/2023	NDOT 3952 - Mt. Rose	NDOT	\$ 4,095,449.18
9/30/2023	SPWD Stead Parking Lots	State of NV Public Works	\$ 2,038,717.57
6/30/2023	ST-3 Lateral Project	Fallon Paiute Shoshone Tribe	\$ 1,268,652.75
6/30/2023	NDOT 3934 - SR361 Overlay	NDOT	\$ 5,197,590.44
3/31/2023	NDOT 3901 - Sunset Springs	NDOT	\$ 2,131,182.87
2/28/2023	Stonebrook AA & BB	D.R. Horton - Forestar	\$ 7,605,037.00
2/28/2023	Green Valley Park	City of Fernley	\$ 737,515.01
1/31/2023	Cyan Park Phase 2	City of Reno	\$ 3,726,085.79
1/31/2023	NV Skies Youth Center	National Native American Construction	\$ 1,371,805.72
12/31/2022	Los Altos Canyons	Capstone Communities	\$ 4,177,020.00
12/31/2022	Park Lane Element Hotel	Neesser Construction	\$ 1,344,877.86
11/30/2022	Civic Center Improvements	Churchill County	\$ 3,189,061.91
11/30/2022	Tungsten Enhancement	Ormat Nevada	\$ 717,482.40
11/30/2022	M&C West Parking Lot	Carson City	\$ 469,470.00
10/31/2022	CapEx CY20	Clark Builders	\$ 553,447.00
10/31/2022	Daybreak Alexander Lake	NPLC BV Investments	\$ 320,935.34
10/31/2022	Lovelock Gas	CB&I Storage Tank Solutions	\$ 564,719.93
10/31/2022	Concrete Foundations	CB&I Storage Tank Solutions	\$ 1,095,041.00
10/31/2022	2022 Safety Barricades	City of Sparks	\$ 349,824.09
10/31/2022	Element Lane	Lyon Living	\$ 574,538.33
9/15/2022	Frito Lay PEO	Dooley & Mack Constructors	\$ 451,585.00
8/31/2022	TREX Paving Improvements	TREX Company	\$ 1,222,437.00
8/31/2022	NAS Military Gas Station	PEC Contracting & Engineering	\$ 320,391.00
8/31/2022	Rancharran Village 6B	Toll Brothers	\$ 1,878,433.00

8/31/2022	RED Parking Structure	Neeser Construction	\$ 425,408.10
6/30/2022	Civic Center Concrete Improvements	Churchill County	\$ 2,892,124.19
5/31/2022	Steamboat Solar Project	Ormat Nevada	\$ 482,520.00
4/30/2022	Arbor Villas Phase 2	Capstone Communities	\$ 2,555,970.00
4/30/2022	US 50/95 Sewer Improvement	City of Fernley	\$ 486,900.00
4/30/2022	Reno Ortho Clinic	The Neenan Company	\$ 1,156,404.27
3/31/2022	Rodgers Canal Flume Repair	Pershing County Water District	\$ 654,026.00
3/31/2022	Park Lane 1A	Neeser Construction	\$ 1,665,828.47
2/28/2022	PCSD Capital Improvements	Pershing County School District	\$ 1,284,000.00
2/28/2022	Liberty Pad Reconditioning	D.R. Horton	\$ 449,150.00
2/28/2022	Pioneer Meadows Reach 9	Lennar Reno LLC	\$ 849,221.40
1/31/2022	Park Lane Wrap 3A	Neeser Construction	\$ 888,296.50
12/31/2021	PLPT Health Clinic	Pyramid Lake Paiute Tribe	\$ 460,350.00
12/31/2021	Peckham Lane MUP	City of Reno	\$ 429,922.00
11/30/2021	SOC Chip Seal	SOC LLC Hawthorne	\$ 496,246.00
11/30/2021	EWWTWP Potable Water Line	City of Fernley	\$ 810,413.00
11/30/2021	Fernley BP Track Sitework	Fernley Business Park LLC	\$ 2,417,040.00
10/31/2021	FY20 Weapons Paving NAS	Pave Tech Inc.	\$ 1,141,137.00
10/31/2021	Northridge Drive Reconstruction	Carson City	\$ 791,906.96
9/30/2021	Downtown Streetscape Phase 4	City of Fallon	\$ 1,944,851.31
9/30/2021	Front Street Reconstruction	City of Fallon	\$ 2,311,278.63
9/30/2021	NDOT 3847 - Fernley MUP	NDOT	\$ 1,034,986.56
9/30/2021	DP B2 Uline Expansion	United Construction	\$ 3,956,518.52
9/30/2021	Airport Road Reconstruction	Carson City	\$ 2,050,564.15
9/30/2021	Uline TI	United Construction	\$ 666,678.00
8/31/2021	The Atrium Sparks	Silver Wing Development Quarry Bungalows	\$ 1,345,058.91
8/31/2021	Blackstone Estates Onsite	KDH Builders LLC	\$ 733,279.20
7/31/2021	Rancharrah Village D	Lyon Living	\$ 615,924.00
7/31/2021	I-580 Multi Use Path	Carson City	\$ 923,396.50
6/30/2021	NDOT 3809 - Sheckler	NDOT	\$ 978,045.29
5/31/2021	MGH 3A	Ormat Nevada	\$ 1,062,757.50
4/30/2021	CapEx CY19	Clark Builders	\$ 579,560.00
4/30/2021	Silver Dollar Area 2 Phase 2	D.R. Horton	\$ 1,233,308.92
3/31/2021	FNAS Mountain View Reno	Clark Builders	\$ 1,145,400.00
2/28/2021	Hawthorne Water Line	SOC LLC Hawthorne	\$ 2,507,660.00
2/28/2021	MGH 3A Phase 4	Ormat Nevada	\$ 1,097,435.00
1/31/2021	Luxelocker Spanish Springs	Consolidated Construction Inc.	\$ 573,218.96
12/31/2020	Manhole Rehab Phase II	City of Fallon	\$ 1,142,038.77
12/31/2020	McCarran United Health	Affordable Concepts Inc.	\$ 1,594,411.29
11/30/2020	Pennington Fernley Complex	Sletten Construction of NV	\$ 1,426,738.00
11/30/2020	Sky Vista Area 2	D.R. Horton	\$ 1,639,805.28
10/31/2020	Enclave Security Fence	JI Garcia Construction	\$ 442,830.17
8/31/2020	Pete Livermore Parking Lot	Carson City	\$ 592,496.41
7/31/2020	Planet Fitness	Kalb Industries	\$ 559,016.35
7/31/2020	Sky Vista Infrastructure	D.R. Horton	\$ 1,010,893.08
6/30/2020	Stonefield Phase 4	Lennar Reno LLC	\$ 2,158,163.86
6/30/2020	River Park Unit 16 & 17A	KDH Builders LLC	\$ 896,959.80
2/29/2020	UNR Facilities Lot	UNR	\$ 536,493.53
1/31/2020	Lennar Schulz Ranch	Lennar Reno LLC	\$ 1,783,584.25

PLEASE NOTE Over 100 small jobs, from \$10,000.00 to \$300,000.00, were completed in the past five years.

A & K EARTH MOVERS, INC. KEY INDIVIDUALS

Tanner Hiatt – Secretary & Engineering Manager

Tanner Hiatt has been with A & K since 2005. He started in the field and then moved to the engineering office where he began his internship in 2008. In 2014 he was promoted to Project Manager/Estimator and then to Engineering Manager in 2024. Today he provides leadership for our engineering department and oversees the day-to-day operations of the company to meet our operational, safety and financial goals.

Responsibilities: Bid evaluation, review and finalization. Project Management liaison between field superintendents and project estimators/managers. Leads staff. Engineering reviews and constructability.

Jerry Giovanetti – General Superintendent

Jerry began his career with A & K Earth Movers in 1991 holding many positions; Laborer, Operator, Foreman and Superintendent. After a brief departure, he returned to A & K in 2011 as a Project Superintendent. He was later promoted to General Superintendent where he oversees all phases of construction on our projects. Jerry collaborates closely with project superintendents and managers daily to ensure smooth operations and project progress.

Richard Silva – Project Superintendent

Richard has been employed with A & K Earth Movers, Inc. for over forty years. Richard was a laborer, operator, and concrete finisher for the first years of his employment. He was then promoted to foreman and has now been a project superintendent for over thirty years.

Experience: Canal/Storm Drain Construction, Concrete Ditch Lining, Gravel and Sand Materials, Pump Stations, NDOT Paving, Underground Utilities, Site Work, Structural Concrete, Subdivisions

Joseph Ennis – Safety Manager

Joe has been with A & K Earth Movers as a Safety Manager since 2020. He oversees the Safety Department and leads both daily and weekly all-hands safety meetings. He monitors site safety inspections and performs site safety training and orientation courses. Joe also prepares incident reports as well as other facets of safety management.

Certifications: OSHA 30 | MSHA INSTRUCTOR, Blood Pathogen | Hazmat Training, Commercial Driver's License | Horizon Commercial Truck School, Mustang, NV

A&K Earth Movers, Inc. -- Equipment Listing

1000 SKIDSTEER LOADERS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2901	CAT 259DC SKIDSTEER LDR	18	CAT	259DC
3006	CAT 259D SKIDSTEER LDR	21	CAT	259D3
3052	CAT 259D3 SKIDSTEER LDR	21	CAT	259D3

1002 6 CU YD LOADERS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2257	CAT 966G LOADER	02	CAT	966G
2324	CAT 966G LOADER	04	CAT	966G
2384	CAT 966G LOADER	05	CAT	966G
2386	CAT 966G LOADER	05	CAT	966G
2823	CAT 966M LOADER	16	CAT	966M
3013	JD 744L LOADER	20	JD	744L

1003 7.5 CU YD LOADERS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2355	CAT 980H LOADER	05	CAT	980H
2591	JD 844K LOADER	14	JD	844K
2824	CAT 980M LOADER	16	CAT	980M

1004 10 CU YD LOADERS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2385	CAT 988H LOADER	05	CAT	988H

1005 3 CU YD LOADERS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2604	JD 544K LOADER	14	JD	544K

898	JD 544K LOADER	18	JD	544K
971	CAT 938M LOADER	17	CAT	938M
3009	CAT 938M LOADER	20	CAT	938M
3051	CAT 938M LOADER	20	CAT	938M
3120	JD 644P LOADER	21	JD	644P

1010 SKIP LOADER

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2605	JD 210K SKIP LOADER	14	JD	210K
3010	JD 210L SKIP LOADER	18	JD	210L
3021	JD 210L SKIP LOADER	20	JD	210L
3123	JD 210P SKIP LOADER	24	JD	210P

1101 710 BACKHOES

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2449	JD 710G BACKHOE QC	04	JD	710G

1103 410 BACKHOES

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2590	JD 410K BACKHOE	14	JD	410K

1200 EXCAVATORS - OTHER

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2820	HI ZX75-V EXCAVATOR	17	HITACHI	ZX75-V
3014	HI ZX75 EXCAVATOR	20	HITACHI	ZX75-5
3023	JD 85G EXCAVATOR	18	JD	85G

1201 330 EXCAVATORS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2639	CAT 336 E EXCAVATOR QC	12	CAT	336E
2759	CAT 329EL EXCAVATOR QC	15	CAT	329EL
2766	JD 350GLC EXCAVATOR QC	15	JD	350G

822	JD 350GLC EXCAVATOR QC	16	JD	350GLC
062	JD 350GLC 3D SMARTGRADE EXCAV	21	JD	350G

1202 345 EXCAVATORS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2779	CAT 349F EXCAVATOR QC	15	CAT	349FL
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1203 321 EXCAVATORS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2608	CAT 321D EXCAVATOR QC	14	CAT	321D
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2762	CAT 321D EXCAVATOR QC	12	CAT	321D
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1204 245 EXCAVATORS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2821	JD 245GLC EXCAVATOR QC	16	JD	245
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2899	JD 245G EXCAVATOR	18	JD	245G
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3011	JD 245G EXCAVATOR	20	JD	245G
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1209 MINI EXCAVATORS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2612	JD 50G MINI EXCAVATOR	15	JD	50G
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2819	JD 50G MINI EXCAVATOR	17	JD	50G
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2945	JD 50G MINI EXCAVATOR	19	JD	50G
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3047	306-07 MINI EXCAVATOR	21	CAT	306-07
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3099	JD 50G MINI EXCAVATOR	23	JD	50G
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1300 MOTOR GRADERS - OTHER

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2659	CAT 140M BLADE W-GRADE CONTRO	13	CAT	140M
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1301 14 MOTOR GRADERS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2261	CAT 14H MOTOR GRADER	01	CAT	14H
3148	CAT 14-15T2 MOTOR GRADER	25	CAT	14JOY
1401	D9 DOZERS			
<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2273	CAT D9R TRACK TYPE DOZER	03	CAT	D9R
1402	D65 DOZERS			
<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2753	KOMATSU D-65 DOZER W TOPCON	15	KOMATSU	D65PXI-18
1500	SCRAPERS - OTHER			
<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2161	CAT 615C SCRAPER	95	CAT	615C
1600	SMALL PAVER			
<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2407	LEEBOY PATHMASTER 5000 PAVER	06	LEEBOY	5000
1601	PICKUP MACHINES			
<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2176	BARBER-GREENE PICKUP MACH	99	BARBER-GREENE	BG650
2269	ASPHALT ZIPPER GRINDER	03	ASPHALT ZIPPER	AZ-480
2626	WIRTGEN ASPHALT GRINDER	97	WIRTGEN	W1000
2633	CURB MACHINE	00	GOMACO	COMMANDERIII
3060	MILLER MC650 CURBER	22	MILLER CURBER	MC650
1602	PARKING LOT PAVER 8"			
<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2162	CAT AP-650B PAVER	98	CAT	AP650B

503 MAIN LINE PAVERS 18'

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2406	CAT AP-1055D PAVER	06	CAT	AP-1055D
3112	CAT AP-105507 PAVER	24	CAT	AP1055F

1605 SHUTTLE BUGGY

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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3121	2023 MATERIAL TRANSFER VEHICLE	24	WEILER	E2860C
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1650 TOW BROOMS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2660	LAYMOR BROOM 6HC	07	LAYMOR	6HC
2671	LAYMOR BROOM 8HC	10	LAYMOR	8HC

1652 POWER BROOMS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2825	SUPERIOR BROOM	17	SUPERIOR	DT74-J
3061	SUPERIOR BROOM	22	SUPERIOR	DT74-J
3097	SUPERIOR BROOM	23	SUPERIOR	DT74-J

1655 VAC TRAILER

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2748	DITCHWITCH FX30 VAC TRAILER	14	DITCHWITCH	FX30
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1701 SEMI-TRACTOR TRUCKS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2250	KW 3 AXLE TRACTOR	02	KENWORTH	T800B
2251	KW 3 AXLE TRACTOR	02	KENWORTH	T800B
2428	KW 3 AXLE TRACTOR	05	KENWORTH	W900B
2665	PTRB 3 AXLE TRACTOR	17	PETERBILT	567

1666	PTRB 3 AXLE TRACTOR	17	PETERBILT	567
1667	PTRB 3 AXLE TRACTOR	17	PETERBILT	567
3128	WNSR 3 AXLE TRACTOR	25	WESTERN STAR	49X
3129	WNSR 3 AXLE TRACTOR	25	WESTERN STAR	49X

1702 TRANSFER TRUCKS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2391	KW TRANSFER TRUCK	07	KENWORTH	T800B
2394	KW TRANSFER TRUCK	07	KENWORTH	T800B
2397	KW TRANSFER TRUCK	07	KENWORTH	T800B

1703 TRANSPORT TRUCKS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2432	KW HEAVY HAUL	05	KENWORTH	T800B
2630	KW HEAVY HAUL	15	KENWORTH	T800

1704 DUMP TRUCKS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2455	KW DUMP TRUCK	99	KENWORTH	T800B
3130	WNSR DUMP TRUCK	26	WESTERN STAR	47X
3155	WNSR DUMP TRUCK	27	WESTERN STAR	47X

1705 BOOT TRUCKS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2177	KW BOOT TRUCK	78	KENWORTH	W500
3105	UD NISSAN BOOT TRUCK	10	NISSAN	UD3300

1706 ON-RD WATER TRUCKS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2461	KW WATER TRUCK	07	KENWORTH	T300
2462	KW WATER TRUCK	07	KENWORTH	T300
2620	PTRB WATER TRUCK	09	PETERBILT	340

627	PTRB WATER TRUCK	07	PETERBILT	335
661	PTRB WATER TRUCK	13	PETERBILT	348
2892	PTRB WATER TRUCK	19	PETERBILT	348

1752 WATER WAGONS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2569	JD ARTICULATED WATER WAGON	12	JD	400D
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1753 ARTICULATED TRUCKS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2616	ARTICULATED TRUCK	08	VOLVO	A40E
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2617	ARTICULATED TRUCK	08	VOLVO	A40E
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2618	ARTICULATED TRUCK	08	VOLVO	A40E
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1800 TRAILERS - OTHER

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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0320	0320 AZTC UTILITY TRAILER 40'	81	AZTEC	FLTB
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0387	0387 TMBL FLATBED TRLR 40'	71	TRAILMOBILE	NONE
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2274	HOMD UTIL TRAILER	03	HOMEMADE	UTILITY
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2420	FTCO TRAILER EXT 80'	07	FONTAINE	EXTENDABLE 80
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2426	UTIL FF2W TRAILER	88	UTILITY	FF2W
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1801 BELLY DUMPS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2101	TK BOTTOM DUMP	96	TRAILKING	TK54-BDU-402
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2197	RDRV BOTTOM DUMP	98	RED RIVER	BD237
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2199	RDRV BOTTOM DUMP	98	RED RIVER	BD237
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2441	RNCO BOTTOM DUMP 40'	03	RANCO	LW214
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2442	RNCO BOTTOM DUMP 40'	03	RANCO	LW214
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2469	CTS BOTTOM DUMP 40'	07	CTS	BTD40
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2470	CTS BOTTOM DUMP 40'	07	CTS	BTD40
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2471	CTS BOTTOM DUMP 40'	07	CTS	BTD40
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2472	CTS BOTTOM DUMP 40'	07	CTS	BTD40
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802 BELLY DUMP PUPS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2119	ALC BOTTOM DUMP PUP	90	ALLCO	BD48
2167	FRUE BOTTOM DUMP PUP	89	FRUEHAUF	DUMP (PUP)
2168	FRUE BOTTOM DUMP PUP	89	FRUEHAUF	DUMP (PUP)
2198	RDRV BOTTOM DUMP PUP	98	RED RIVER	NONE
2200	RDRV BOTTOM DUMP PUP	98	RED RIVER	NONE
2440	RNCO BOTTOM DUMP PUP	06	RANCO	DUMP PUP
2443	RNCO BOTTOM DUMP PUP	06	RANCO	DUMP PUP
2670	RNCO BOTTOM DUMP PUP	05	RANCO	DUMP PUP
2672	RNCO BOTTOM DUMP PUP	10	RANCO	DUMP PUP

1803 END DUMPS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
0465	RELI END DUMP	95	RELANCE	S223E
0466	RELI END DUMP	96	RELANCE	S223E
0480	RELI END DUMP	95	RELANCE	S223E
2222	FRUE END DUMP	89	FRUEHAUF	NONE
2223	RELI END DUMP	01	RELANCE	2EDSSF28
2224	RELI END DUMP	01	RELANCE	2EDSSF28
2329	RNCO END DUMP	02	RANCO	EDQ28-36QF
2330	RNCO END DUMP	02	RANCO	EDQ28-36QF
2356	FRUE END DUMP	89	FRUEHAUF	END DUMP

1805 TRANSFER TRAILERS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2392	RELI TRANSFER TRAILER	06	RELANCE	3TROHD24
2393	RELI TRANSFER TRAILER	06	RELANCE	2TROHD22
2395	RELI TRANSFER TRAILER	06	RELANCE	3TROHD24
2396	RELI TRANSFER TRAILER	06	RELANCE	2TROHD22
2398	RELI TRANSFER TRAILER	06	RELANCE	3TROHD24
2399	RELI TRANSFER TRAILER	06	RELANCE	2TROHD22

806 TRANSPORT TRAILERS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2121	COZA TRANSPORT TRAILER	97	COZAD	LOBOY
2217	COZA TRANSPORT TRAILER	99	COZAD	NONE

1810 HOT OIL TRAILERS SEMI

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
---------------	--------------------	-------------	-------------	--------------

2351	ETNY 2 AXLE SEMI TANK	92	ETNYRE	2-AXLE SEMI
2427	ETNY 2 AXLE SEMI TANK	73	ETNYRE	TRAILER

1811 HOT OIL TRAILERS PUP

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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2352	WTMK 2 AXLE PUP TANK	87	WESTMARK	2-AXLE PUP
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1900 VIB ROLLERS - 48"

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
---------------	--------------------	-------------	-------------	--------------

2454	CAT CB24 DOUBLE DRUM ROLLER	10	CAT	CB24
2601	DYN DOUBLE DRUM ASPHALT ROLLER	14	DYNAPAC	CC1300
3124	DOUBLE DRUM ROLLER	24	CAT	CB2.7-03

1901 VIB ROLLERS - 66"

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
---------------	--------------------	-------------	-------------	--------------

3012	DYN CC4200 DOUBLE DRUM ROLLER	20	DYNAPAC	CC4200
3098	HAMM 701V DUAL DRUM ROLLER	23	HAMM	HD701
3142	ASPHALT ROLLER	23	HAMM	HD90VV

1902 VIB ROLLERS - 84"

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
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3122	HD 1401V HAMM ASPHALT ROLLER	23	HAMM	HD1401V
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1903 RUBBER TIRE ROLLERS

<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2158	CAT PNEUMATIC ROLLER	96	CAT	PS200B
1910	VIB SMOOTH DRUM ROLLERS-84"			
<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2817	DYN CA3500 PADFOOT ROLLER	15	DYNAPAC	CA3500
2900	SAKAI 84" PADFOOT ROLLER	17	SAKAI	SV540TB
2941	VLVO SD115B PADFOOT ROLLER	19	VOLVO	SD115B
1950	FORKLIFTS			
<u>Equip#</u>	<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
2648	IR VR843C TELESCOPIC FORKLIFT	03	NGERSOLL RANL	VR843C

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxilane & Extend Existing Taxilane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS (Continued)

The undersigned, as a duly authorized representative of the CONTRACTOR, certifies that the information provided in this Prequalification Form is accurate as reported.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement.

Dated at 28TH this April day of 2026.

(NAME OF BIDDER) A & K Earth Movers, Inc.

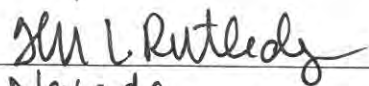
By:  Tanner Hiatt

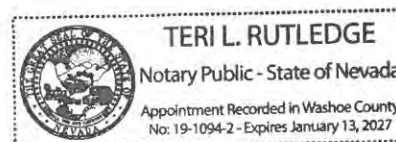
Title: Secretary

State of Nevada)
) ss.
County of Washoe)

Tanner Hiatt being duly sworn deposes and says that he is Secretary of
A & K Earth Movers, Inc. (Name of Organization) and that the answers
to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 28TH day of April.

(Notary Public) 
State of Nevada
My Commission Expires 1/13/2027



CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxi Lane & Extend Existing Taxi Lane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

SUBCONTRACTOR LIST
(TO BE SUBMITTED WITH BID)

Bidders are required to list the name of the prime contractor and all first tier subcontractors who will provide labor or a portion of the work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000 whichever is greater. Bidders shall also provide a description of the labor or a portion of the work to be provided by the prime contractor and all first tier subcontractors as well as the estimated percent of total bid. Failure to complete this list pursuant to Nevada Revised Statute (NRS) 338.141 will result in your bid being non-responsive and therefore void.

The bidder acknowledges that the prime contractor will perform all work other than that being performed by a first tier subcontractor listed below.

<u>A & K Earth Movers, Inc.</u>	<u>All scope of work not performed by Subcontractors</u>	<u>78%</u>
Prime Contractor	Portion of Work	% of Total Bid
<u>Nevada Barricade & Sign Co.</u>	<u>Striping</u>	<u>1%</u>
Subcontractor	Portion of Work	% of Total Bid
<u>Pavement Recycling Systems</u>	<u>Cement treatment</u>	<u>5.5%</u>
Subcontractor	Portion of Work	% of Total Bid
<u>Titan Electrical Contracting, Inc.</u>	<u>Electrical, comms, taxi lane info sign</u>	<u>6.5%</u>
Subcontractor	Portion of Work	% of Total Bid
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
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<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>
<u>Subcontractor</u>	<u>Portion of Work</u>	<u>% of Total Bid</u>

Bidders are notified that in the opinion of the enforcement agency PVC or metal conduit junction boxes, etc. are considered electrical equipment and must be installed by a licensed electrical contractor, even if the installation is for future use and no wiring or electric current is connected during the project. A licensed electrical contractor must be listed to perform the work.

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxilane & Extend Existing Taxilane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX
DELINQUENCY AND FELONY CONVICTIONS**
(TO BE SUBMITTED WITH BID)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is () is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the owner, who will then notify the FAA airports district office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term definitions

Felony conviction: felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: a tax delinquency is any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



Signature of Tanner Hiatt, Secretary

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxi Lane & Extend Existing Taxi Lane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must **complete and** submit the Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy American Certification shall be rejected as nonresponsive.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE CONSTRUCTION PROJECTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ **Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:**

- a) Only installing iron, steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ **The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:**

- a) Submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxiway & Extend Existing Taxiway
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/28/2026

Date

 Tanner Hiatt
Signature

A & K Earth Movers, Inc.

Company Name

Secretary

Title

* * * * *

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxiway & Extend Existing Taxiway
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

TRADE RESTRICTION CERTIFICATION
(TO BE SUBMITTED WITH BID)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR. list or
- (3) who incorporates in the public works project any product of a foreign country on such USTR. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

By:  Tanner Hiatt

Title: Secretary

Company A & K Earth Movers, Inc.

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxi Lane & Extend Existing Taxi Lane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment. The prime CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the recipient. This clause applies to both DBE and non-DBE subcontractors.

Documentation. The following documentation shall be submitted as directed below:

- Bidders List – To be submitted with Bid or within 5 Days of Bid Opening

Termination

The prime contractor must not terminate a DBE subcontractor listed in response to this contract (or an approved substitute DBE firm) without prior written consent of the Sponsor. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent. Unless Sponsor consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Sponsor may provide such written consent only if Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Sponsor or J-U-B as the Sponsor representative, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise J-U-B, the Sponsor and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why they should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), DBE may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxi Lane & Extend Existing Taxi Lane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

BIDDERS LIST

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below.

Firm Name, Address and Phone #	Age of Firm	Annual Gross Receipts
Nevada Barricade & Sign Co. 9530 North Virginia Street Reno, NV 89506 775-331-5100	☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☒ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1 million ☐ \$1-2 million ☐ \$2-5 million ☒ Greater than \$5 million
Pavement Recycling Systems 2150 Bell Ave Suite 125 Sacramento, CA 95838 916-685-2204	☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☒ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1 million ☐ \$1-2 million ☐ \$2-5 million ☒ Greater than \$5 million
Titan Electrical Contracting, Inc. 5450 Mill Street Suite 100 Reno, NV 89502 775-857-4500	☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☒ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1 million ☐ \$1-2 million ☐ \$2-5 million ☒ Greater than \$5 million
	☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1 million ☐ \$1-2 million ☐ \$2-5 million ☐ Greater than \$5 million
	☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1 million ☐ \$1-2 million ☐ \$2-5 million ☐ Greater than \$5 million
	☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1 million ☐ \$1-2 million ☐ \$2-5 million ☐ Greater than \$5 million



STATE OF NEVADA STATE CONTRACTORS BOARD



THE CONTRACTOR HEREIN HAS BEEN LICENSED UNDER THE PROVISIONS OF NEVADA REVISED STATUTES 624 AND NEVADA ADMINISTRATIVE CODE 624 SINCE APRIL 08, 1987.

A & K EARTH MOVERS INC

License No: **0024548**

Status: **ACTIVE**

Monetary Limit: **Unlimited**

Expiration Date: **04/30/2028**

Licensed for the following Classifications

A General Engineering

Qualified Individual(s)

KELLY BART HIATT, CMS and Trade
JERRY JAY GIOVANETTI, CMS and Trade
TANNER KELLY HIATT, CMS and Trade

Southern Nevada Office
8400 West Sunset Road, Suite 150
Las Vegas, Nevada 89113
(702) 486-1100
www.nscb.nv.gov

KENT LAY, CHAIR

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141
www.nscb.nv.gov

Principals can be viewed online at: nscb.nv.gov



STATE OF NEVADA CONTRACTOR'S LICENSE



THIS IS TO CERTIFY THAT THE COMPANY OR PERSON LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN

LICENSE #: 0024548

STATUS: Active

EXPIRES: 04/30/2028

LIMIT: Unlimited

A & K EARTH MOVERS INC
PO BOX 1059
FALLON, NV 89407

CLASS: A

Classification definitions can be viewed online at: nscb.nv.gov



STATE OF NEVADA CONTRACTOR'S LICENSE



THIS IS TO CERTIFY THAT THE COMPANY OR PERSON LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN

LICENSE #: 0024548

STATUS: Active

EXPIRES: 04/30/2028

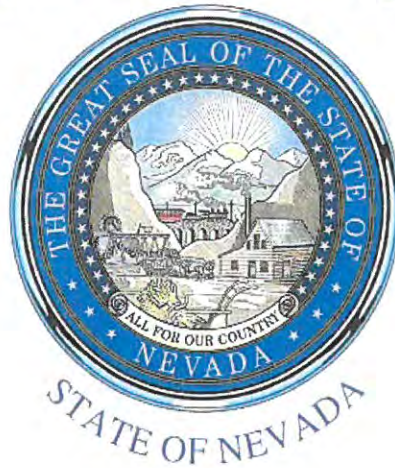
LIMIT: Unlimited

A & K EARTH MOVERS INC
PO BOX 1059
FALLON, NV 89407

CLASS: A

Classification definitions can be viewed online at: nscb.nv.gov

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

A & K EARTH MOVERS INC.

Nevada Business Identification # NV19651001305

Expiration Date: 09/30/2026

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202509036052064

You may verify this certificate

online at <https://www.nvsilverflume.gov/home>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 09/03/2025.

FRANCISCO V. AGUILAR
Secretary of State

THIS LICENSE IS NOT TRANSFERABLE



City of Fallon
55 W. Williams Ave.
Fallon, NV 89406

BUSINESS LICENSE

Account No. 1010001

License No. 52266

Issue Date 01/01/2026

Expiration Date 12/31/2026

This license MUST be posted in a conspicuous place at the location shown.

Business Location: **515 WINDMILL DRIVE FALLON, NV**

Business Name:

A & K EARTHMOVERS, INC.

PO BOX 1059

FALLON NV 89407-1059

Mayor

City Clerk



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-18-0004

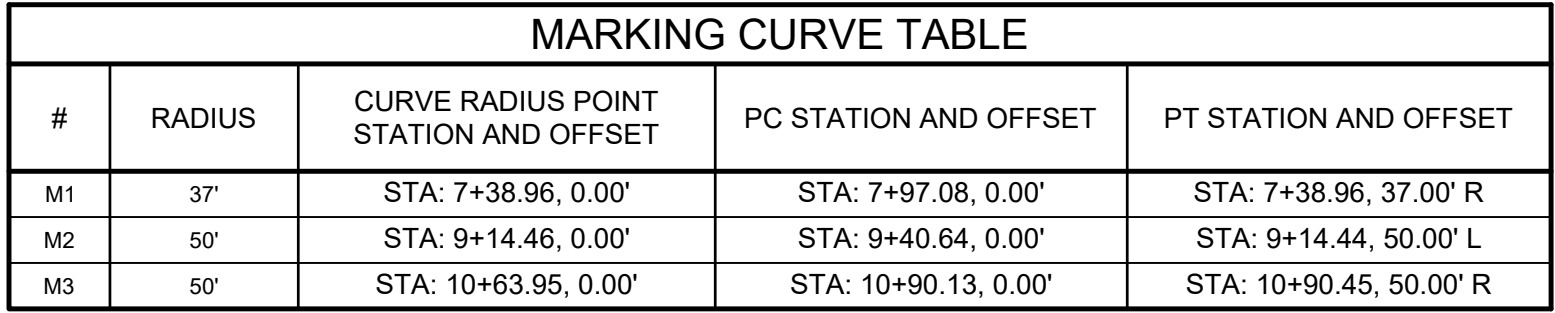
A & K EARTH MOVERS INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0024548** ORIGINAL ISSUE DATE: **04/08/1987** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MAY 1, 2025** AND EXPIRES ON **APRIL 30, 2026**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

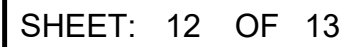


Susan Broili Kamesch
SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR **DATE** 4.8.2025
FOR DAVID BEHAR, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



1	TAXILANE CENTERLINE MARKING PER ITEM P-620, SEE DETAIL A1 SHEET C-501
2	MATCH EXISTING MARKING
3	PROPOSED TAXILANE SIGN PER ITEM L-125, SEE DETAIL A2, SHEET C-501



CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxilane & Extend Existing Taxilane
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

CONTRACT FORM

THIS AGREEMENT, made the 7th day of July 2026, by and between, **A&K Earth Movers, Inc.** hereinafter called the "CONTRACTOR," and the **City of Fallon, Nevada** hereinafter called the "OWNER".

WITNESSETH: That the CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK: The CONTRACTOR shall furnish all labor, tools, materials, equipment and supplies required for the Construct New Taxilane & Extend Existing Taxilane Project in accordance with the Contract Documents, plans and specifications for AIP No. 3-32-0008-031-2025. The approximate quantities of work are shown in the Bid Proposal bound in this document.

ARTICLE 2: TIME OF COMPLETION: The work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed, and shall be completed within 33 Calendar Days. The CONTRACTOR agrees to pay, as liquidated damages, the following sums:

One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00)

for each consecutive Calendar Day thereafter, the work remains uncompleted. The time for completion shall include the time necessary to order and procure materials. The CONTRACTOR may not begin actual field installation of work until he can demonstrate that all materials are available and weather conditions will allow completion of any work such as pavement repairs. The intent is to reduce the impact to airport operations and field engineering time. The CONTRACTOR shall present a project schedule prior to field installations, to ensure progressive completion.

ARTICLE 3: THE CONTRACT SUM: The OWNER shall pay the CONTRACTOR for the performance of the Contract, subject to additions and deductions provided therein, in current funds an amount equal to the estimated total bid, including tax, as provided in the Bid Schedule of Items and Prices, as follows:

One Million One Hundred Sixty-Five Thousand Dollars and Zero Cents (\$1,165,000.00)

ARTICLE 4: PARTIAL PAYMENT: The OWNER will make payment on account to the CONTRACTOR as provided therein, as follows:

Within 30 calendar days of the end of the previous month in which work was completed, Ninety-five percent (95%) of the value, based on the contract price, of labor incorporated in the work as estimated by the ENGINEER, less the aggregate of previous payments, will be due the CONTRACTOR.

Partial Payments will not be made if there are any outstanding Certified Payrolls or No Work Performed Notices (NWP). Payrolls and NWP are required to be submitted to the Engineer within 10 days of Payroll.

The Contractor shall provide the completed Certification of Payment (included in these contract documents) to the Engineer verifying all subcontractors been paid within the required time. The Certification shall be submitted within 15 days. No partial payment will be made to the Contractor until this certification is received.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT: Upon due notice from the CONTRACTOR of presumptive completion of the entire project, the ENGINEER and OWNER will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The ENGINEER shall notify the CONTRACTOR in writing of physical or substantial completion as of the date of the final inspection.

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Construct New Taxiway & Extend Existing Taxiway
AIP 3-32-0008-031-2025 / PWP# CH-2026-321

CONTRACT FORM (Continued)

Prior to Project Acceptance and preparation of necessary State Notices, the CONTRACTOR shall submit evidence, satisfactory to the ENGINEER, that all Intents and Affidavits, payrolls, material bills, taxes and other indebtedness connected with the work have been submitted, filed and/or paid.

The entire balance found to be due the CONTRACTOR, including the retained percentage, shall be paid to the CONTRACTOR within thirty (30) days after the date of acceptance by the OWNER.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the specifications, and of all claims by the CONTRACTOR, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so confirms, the OWNER shall, upon a verification of the ENGINEER, and without terminating the contract, make full payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing partial acceptance, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE CONTRACT DOCUMENTS: The Invitation for Bid, Information for Bidders, Bid Proposal, FAA General Provisions, Federal Contract Clauses, Specifications for Construction, Additional Special Provisions, Appendices, and Plans, together with this Agreement, form the Contract, and they are as fully a part thereof and hereof as if hereto attached or herein repeated.

All workers shall be paid the higher of the State or Federal Prevailing Wage Rate. The Federal Wage Determination(s) and the State Prevailing Wage Rates are included with this contract in Sections 4 and 5. It is the responsibility of the CONTRACTOR and all subcontractors to verify and ascertain that all worker classifications required for this project are included in Federal and State Wage rates prior to bid. The Contractor further agrees that they will notify the Engineer immediately of any missing classifications. The Contractor is responsible for any additional wages as the result of any Wage Conformance undertaken.

ARTICLE 7: FEDERAL CONTRACT CLAUSES: The CONTRACTOR agrees by signing this contract, to certify and comply with all Federal regulations, clauses and certifications stipulated within these contract documents.

49 CFR Part 26 provides that each contract the OWNER enters into with a CONTRACTOR (and each subcontract the contractor signs with a subcontractor) shall include the following assurance:

“The CONTRACTOR and its subcontractors shall not discriminate on the basis of race color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate”

ARTICLE 8: QUANTITIES AND ADDITIONAL WORK: The OWNER reserves the right to increase or decrease any quantities shown in the Bid Schedule, and the CONTRACTOR agrees to perform additional work at the unit price bid for all increases, or deduct for any decreases in the unit price bid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR



Tanner Hiaff
Secretary

OWNER

Ken Teford
Mayor, City of Fallon



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: July 14, 2026
 AGENDA DATE: June 21, 2026
 TO: The Honorable City Council
 FROM: Brian Byrd
 AGENDA ITEM TITLE: Consideration and possible action to approve of a professional services contract with J-U-B Engineers, Inc. for construction services for the Construct New Taxilane and Extend Existing Taxilane Project in an amount not-to-exceed Two Hundred Twenty-One Thousand Three Hundred Seventy-Four Dollars (\$221,374), of which the FAA share would be 95% or Two Hundred Ten Thousand Three Hundred Five Dollars and Thrity Cents (\$210,305.30) and the City's share would be 5% or Eleven Thousand Sixty-Eight Dollars and Seventy Cents (\$11,068.70).
(For possible action)

TYPE OF ACTION REQUESTED:

Resolution	Ordinance
(X) Formal Action/Motion	Other

POSSIBLE COUNCIL ACTION: Motion to approve of a professional services contract with J-U-B Engineers, Inc. for construction services for the Construct New Taxilane and Extend Existing Taxilane Project in an amount not-to-exceed Two Hundred Twenty-One Thousand Three Hundred Seventy-Four Dollars (\$221,374), of which the FAA share would be 95% or Two Hundred Ten Thousand Three Hundred Five Dollars and Thrity Cents (\$210,305.30) and the City's share would be 5% or Eleven Thousand Sixty-Eight Dollars and Seventy Cents (\$11,068.70).

DISCUSSION: The City has been approved for an FAA grant to complete the Construct New Taxilane and Extend Existing Taxilane Project at the Fallon Municipal Airport. This project was previously designed by J-U-B Engineers, Inc. Sealed bids for FY 2026 Airport Improvements to the Fallon Municipal Airport were received and opened at 2:00 p.m., April 28, 2026.

FISCAL IMPACT: \$221,374 Design Contract

FUNDING SOURCE: \$11,068.70 City of Fallon Airport Fund and \$210,305.30 FAA Grant Funds

PREPARED BY: Brian Byrd, Director of Public Works

TO BE PRESENTED TO COUNCIL BY: Brian Byrd, Director of Public Works

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
Construct New Taxilane & Extend Existing Taxilane (Bidding & Construction),
A.I.P. 3-32-0008-032-2026 & IIJA -033-2026 (Tentative)
Fallon Municipal Airport, Nevada

THIS AGREEMENT is effective as of the _____ day of July, 2026 by and between, THE CITY OF FALLON, NEVADA, 55 West Williams Avenue, Fallon, Nevada 89406 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 5190 Neil Road, Suite 500, Reno, Nevada 89502, an Idaho Corporation, hereinafter referred to as J-U-B

WHEREAS, the CLIENT intends to: Complete FAA AIP 3-32-0008-032-2026 and IIJA -033-2026 (Tentative), which includes Project Formulation, Bidding, Construction, and Project Closeout Engineering Services for the following items: Construct New Taxilane & Extend Existing Taxilane, hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

W I T N E S S E T H

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set for below:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B's control.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.
- E. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.
- K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating to advertising.
- L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

ARTICLE 3 J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed in **Attachment 1 – Scope of Services, Basis of Fee and Schedule**.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.
- D. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 55 West Williams Avenue, Fallon, Nevada 89406 and to J-U-B at 5190 Neil Road, Suite 500, Reno, Nevada 89502. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.
- H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- I. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Nevada. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Churchill County, Nevada.

4.05 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided

that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.

- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

4.07 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by J-U-B's staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Language to this effect, shall be included in Construction Contract Documents. Such visits by J-U-B's staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

4.08 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Project Representative (RPR) on the PROJECT. When so stipulated, the RPR and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the RPR during

construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

ARTICLE 5 FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by CLIENT:** The CLIENT may terminate this Agreement for cause in whole or in part, for the failure of J-U-B to:

- 1. Perform the services within the time specified in this contract or by CLIENT approved extension;
- 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
- 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

b) **Termination by Consultant:** J-U-B may terminate this Agreement for cause in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Consultant is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 1. employ or retain, or agree to employ or retain, any firm or persons; or
 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, 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 Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
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 Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration, 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 Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - 2) 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 Sponsor or the Federal Aviation Administration 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 Sponsor

to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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:

- 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);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- 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);
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 of 1990 (42 U.S.C. § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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.*).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

J-U-B nor any subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: Withholding monthly progress payments and or Assessing sanctions.

Prompt Payment (49 CFR § 26.29)

J-U-B agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from Sponsor. J-U-B agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Subconsultant This clause applies to both DBE and non-DBE subcontractors.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, 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 grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.11 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.13 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.14 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.15 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.16 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

J-U-B certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, J-U-B has provided 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) in compliance with 2 CFR § 200.322

5.17 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

5.18 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 - 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.19 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)]

5.20 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems

5.22 CLEAN AIR AND WATER POLLUTION CONTROL

J-U-B agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). J-U-B agrees to report any violation to the CLIENT immediately upon discovery. The CLIENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

J-U-B will include this requirement in all subcontracts that exceed \$150,000.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF FALLON, NEVADA

ATTEST

BY:

Name: Ken Tedford

Name: Brian Byrd

Title: Mayor

Title: Public Works Director

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By:

Name: Toby Epler, P.E.

Name: David Meyer, P.E.

Title: Aviation Services Group Lead /
Vice President

Title: Aviation Project Manager

*Applicable
Attachments
or Exhibit to
this
Agreement
are
indicated as
marked*

☒ **Certification For Contracts Grants,
Loans, and Cooperative Agreements**

☒ **J-U-B Debarment Lookup**

☒ **Attachment 1** – Scope of Services,
Basis of Fee and Schedule

☒ **Attachment 1A** – Detailed Scope of
Work

☒ **Attachment 1B** – Fee Breakdown

☐ **Attachment 2** – Special Provisions

☒ **Exhibit A** – Construction Phase
Services

☐

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 any 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: Mayor, City of Fallon



Subcontracting Plan Reporting system issues resolved [Show Details](#)
Jun 10, 2026



[See All Alerts](#)

Revolutionary FAR Overhaul Impacts to SAM.gov [Show Details](#)
Aug 15, 2025



 Requests  Notifications  Workspace  Sign Out

[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

[<](#) **Exclusions**

Actions

Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

J-U-B ENGINEERS INC

Active Registration

Unique Entity ID

CAGE/NCAGE

WU2TGK7D3J49

0KJY0

Expiration Date

Nov 10, 2026

Physical Address

2760 W Excursion LN
Meridian, Idaho
83642-5750, United States

Mailing Address

2760 W Excursion Lane
Suite 400
Meridian, Idaho
83642, United States

Purpose of Registration

All Awards

Version

Current Record

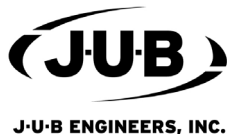
EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Construct New Taxilane & Extend Existing Taxilane (Bidding & Construction)

AIRPORT NAME: Fallon Municipal Airport (FLX)

CLIENT: City of Fallon

A.I.P. NUMBER: 3-32-0008-032-2026 & IIJA -033-2026

J-U-B PROJECT NUMBER: RP-25-00211

CLIENT PROJECT NUMBER: _____

ATTACHMENT TO

☒ **AGREEMENT DATED:** _____; or

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-32-0008-032-2026 & IIJA -033-2026 includes the Project Formulation, Bidding, Construction, and Project Closeout Engineering Services for the following Items:

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

1. **Bidding and Construction Phase.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of Two Hundred Twenty-One Thousand Three Hundred Seventy-Four Dollars and Zero Cents (\$221,374.00). See Attachment 1B for a detailed cost breakdown.

PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule:

Bidding – April 2026

Construction – Summer/Fall 2026

Project Closeout – Winter 2026/Spring 2027

This Agreement shall be in effect from April 1, 2026 to September 30, 2027. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Nevada

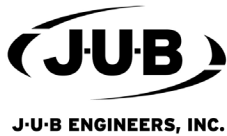
TYPE OF WORK: City

R&D: No

GROUP: Airport

PROJECT DESCRIPTION(S):

- A. Airport (A05)
- B. Construction Management (C15)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1A – Detailed Scope of Work

PROJECT NAME: Construct New Taxilane & Extend Existing Taxilane (Bidding & Construction)

AIRPORT NAME: Fallon Municipal Airport (FLX)

CLIENT: City of Fallon

A.I.P. NUMBER: 3-32-0008-032-2026 & IIJA -033-2026

J-U-B PROJECT NUMBER: RP-25-00211

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED: XXXXX; or**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-32-0008-032 includes the Project Formulation, Bidding, Construction and Project Closeout Engineering Services for the following Items:

- Extend the existing NE/SW taxilane and expanding it
- Construct new taxilane between the Northern GA Apron and Central GA Apron
- Project will be funded using companion grants of both an IIJA and AIP Grant.
- Note: this project was designed under a previous grant.

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.

A. Task 010: Project Formulation Phase

1. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
2. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. This spreadsheet will be used for both J-U-B and the Independent Fee estimate. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
3. Provide the CLIENT and the Independent Fee Estimator (IFE) with a blank person-hour spreadsheet, Scope of Services, Project Layout Map, and overall project estimate.
4. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.

5. Assist CLIENT with preparation and submittal of two (2) FAA Grant Applications for Federal Assistance for both IIJA and AIP Grants for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
6. Assist CLIENT in the submittal of two (2) FAA Sponsor Certifications for both IIJA and AIP Grants. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".
7. Prepare and submit four (4) FAA Quarterly Performance Reports and two (2) Fiscal Year End Financial FAA 271 and 425 forms throughout the project.
8. Attend four (4) meetings with the City Council during the project in order to keep Airport personnel and management abreast of the progress of the projects. Discussions will include project phasing, budget and schedule updates.
9. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process eight (8) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and Standard Form 271.

B. Task 020: Bidding Phase

1. Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper(s) and trade magazines as required for publication. Maintain a "bidders list" and distribute plans as requested. Fees for Plan & Specification Reproduction shall be reflected in the "Printing" line below.
2. Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda and displays, prepare and issue conference minutes. It is anticipated that J-U-B will conduct this meeting at the Airport.
3. Prepare Bid Addendums. Addenda are normally required in response to Contractor questions and/or design changes initiated by the CLIENT and/or the FAA. Engineering estimate includes costs for the preparation of two Addendums.
4. Respond to questions that arise during the Contractor's or supplier's bid preparation process.
5. Assist the CLIENT in conducting the project Bid Opening as required, including preparation of a Project Bid Summary. It is anticipated that J-U-B will coordinate and attend this meeting at Fallon City Hall.
6. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT and the FAA.
7. Assist the CLIENT with review and analysis of bids received. J-U-B will determine his opinion on "responsiveness" of bid submittal. Provide letter of recommendation of award along with price/cost analysis in accordance with FAA Order 5100.38D-Appendix U to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

C. Subtask 030: Construction Phase

1. Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
3. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and

issue minutes of the Pre-Construction Conference; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at the Airport.

4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.
5. Review submitted shop drawings, Contractor Safety and Security Plan, Quality Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Construction staking shall be provided by the contractor as part of the construction contract. J-U-B will provide benchmarks and horizontal control points for the contractor's use. Prior to start of construction, J-U-B survey crew will provide survey check to confirm control still has not be altered prior.
7. Prepare a Construction Management Plan in accordance with FAA guidelines. Incorporate Contractor's Quality Control Plan information into the plan. Submit document to the FAA and CLIENT for review.
8. Provide one full-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 33 working days at 10 hours per day plus 3 hours a day for drive time. The Project Manager will be onsite during asphalt paving estimated at 3 working days at 10 hours per day plus 3 hours a day for drive time to handle additional paving tasks.
9. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative and Project Manager will hold these meetings on the construction site. It is assumed that the Resident Project Representative will already be on site and their time will be covered by Item 8 in this section. The Project Manager will visit the site once a week (5 visits) for 4 hours each visit plus 3 hours of drive time.
10. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Office Administration as field activities may require.
11. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. It is anticipated that there will be three (3) monthly requests for payment and one final request for payment.
12. Monitor and coordinate Contractor Quality Control Testing Program pursuant to current FAA specifications for Quality Control and Quality Assurance. It is anticipated that J-U-B will monitor and test for Quality Assurance testing on asphalt placement only, through the use of a subconsultant. Fees for the Geotechnical Testing Firm Subconsultant shall be reflected in the "Subconsultant" line below.
13. The pavement contract on this project is expected to exceed \$500,000; as such a Quality Control (QC)/ Quality Assurance (QA) Workshop shall be conducted by the ENGINEER in accordance with the latest version of AC 150/5370-12.
14. Assist CLIENT with review of Contractor Wage and EEO documentation review. Conduct Wage interviews with Contractor personnel as required.
15. Coordinate with CLIENT and FAA throughout the construction process. Submit required construction documentation, including weekly activity report forms, mix designs, change orders, etc. Coordinate with CLIENT and FAA verbally concerning change orders, as required.
16. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA Order 5100.38D-Appendix U. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Cost estimate is based on the production of two Change Orders.

17. Conduct final and substantial completion inspections. The project will be constructed in two phases. With the completion of each phase a substantial completion and punch list will be performed. Therefore, two substantial completions and a combined final completion will take place during the project. Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.
18. Prepare Record drawings of "As Constructed" revisions to Design and Construction Drawings for project improvements as provided by the contractor. Provide CLIENT and FAA with copies of Record Drawings and one electronic copy to be submitted to the FAA as required. Provide CLIENT with one set of prints of Record Drawings.

D. Subtask 040: Project Closeout Phase

1. Prepare the final project report and close-out documents for both IIJA and AIP grants according to FAA requirements and submit to CLIENT and FAA.
2. Prepare an Airport Layout Plan Set (ALP) Revision to document improvements. A draft copy of the revised ALP will be submitted to the FAA and CLIENT for review. Upon review and comment changes, copies will be distributed to the FAA and CLIENT for signatures.
3. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
4. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to the Phoenix Airports District Office and the NDOT Aviation State Manager. It is anticipated that J-U-B will coordinate and attend an ACIP meeting via teleconference.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

- No SMS plan is required on this project during the design or other portions of the project.
- No initial AGIS survey is required for this project.

ATTACHMENT 1B- Fee Breakdown

Item 7.

PROJECT TITLE: FY 2026 Fallon Municipal Airport Project AIP 3-32-0008-032-2026 & IIJA 33
CLIENT: City of Fallon, Nevada
JOB NUMBER: RP-25-00211
DATE: April 3, 2026

J-U-B Engineers, Inc. Fee Estimate (Bidding & Construction Phase)

TASK NO	PROJECT TASK	Principal \$261.00	Senior Engineer \$239.00	Project Engineer \$160.00	Construct Manager \$176.00	CAD Designer \$153.00	Survey PLS \$195.00	Survey Tech \$140.00	GIS Analyst Senior \$170.00	Admin. \$79.00	Trips	TOTAL HRS	TASK DIRECT COSTS
010. Project Formulation Phase													
1	Project Scope Development & Formulation	1	3	0	0	0	0	0	0	0		4	\$978.00
2	Prepare Cost Proposal	1	3	0	0	0	0	0	0	0		4	\$978.00
3	Assist with Record of Negotiations	0	2	0	0	0	0	0	0	0		2	\$478.00
4	Prepare Professional Service Agreement	1	3	0	0	0	0	0	0	0		4	\$978.00
5	Prepare FAA Grant Applications (2)	0	2	8	0	2	0	0	0	0		12	\$2,064.00
6	Prepare FAA Sponsor Certifications (2)	0	2	4	0	0	0	0	0	0		6	\$1,118.00
7	Prepare Quarterly Reports (4) & FYE Docs (2)	0	2	4	0	0	0	0	0	4		10	\$1,434.00
8	Attend City Council Meetings (4)	0	16	0	0	0	0	0	0	0	4	16	\$3,824.00
9	Prepare Request for Reimbursements (8)	0	4	0	0	0	0	0	0	12		16	\$1,904.00
020. Bidding Phase													
1	Administer Bidding Process	0	2	4	0	0	0	0	0	4		10	\$1,434.00
2	Provide Pre-Bid Conference	0	12	0	0	0	0	0	0	0	1	12	\$2,868.00
3	Prepare Bid Addendua	0	2	4	0	0	0	0	0	2		8	\$1,276.00
4	Respond to Bidders Questions	0	4	4	0	0	0	0	0	0		8	\$1,596.00
5	Conduct Bid Opening	0	12	0	0	0	0	0	0	0	1	12	\$2,868.00
6	Prepare Bid Tabulations	0	1	3	0	0	0	0	0	0		4	\$719.00
7	Prepare Bid & Cost Analysis	0	2	4	0	0	0	0	0	0		6	\$1,118.00
030. Construction Phase													
1	Prepare Construction Award Documents	0	2	4	0	0	0	0	0	4		10	\$1,434.00
2	Coordinate with FAA & Client on Award	0	4	0	0	0	0	0	0	0		4	\$956.00
3	Conduct Pre-Construction Conference	0	12	4	12	0	0	0	0	0	2	28	\$5,620.00
4	Review & Coordinate Contractor Schedule	0	2	0	4	0	0	0	0	0		6	\$1,182.00
5	Review Shop Drawings & Submittals	0	4	8	8	0	0	0	0	0		20	\$3,644.00
6	Provide Design Control Survey Check	0	0	0	0	0	4	12	0	0	1	16	\$2,460.00
7	Prepare Construction Management Plan	0	4	12	8	0	0	0	0	0		24	\$4,284.00
8	Provide Project Representative (33 wd)	0	39	0	429	0	0	0	0	0	36	468	\$84,825.00
9	Conduct Weekly Construction Meeting (5)	0	35	0	0	0	0	0	0	0	5	35	\$8,365.00
10	Provide Office Administration Support	0	8	0	0	0	0	0	0	16		24	\$3,176.00
11	Review Contractor's Pay Request	0	4	8	4	0	0	0	0	0		16	\$2,940.00
12	Monitor & Coordinate QA Testing	0	8	4	0	0	0	0	0	0		12	\$2,552.00
13	Moderate QC/QA Workshop	0	2	0	10	0	0	0	0	0	1	12	\$2,238.00
14	Review Contractor Wage & EEO Docs	0	8	8	0	0	0	0	0	8		24	\$3,824.00
15	FAA & Client Construction Coordination	0	32	0	0	0	0	0	0	0		32	\$7,648.00
16	Prepare Construction Change Orders	0	2	4	4	0	0	0	0	0		10	\$1,822.00
17	Conduct Final & Substantial Completion	0	12	4	0	0	0	0	0	0	2	16	\$3,508.00

80

ATTACHMENT 1B- Fee Breakdown

Item 7.

PROJECT TITLE: FY 2026 Fallon Municipal Airport Project AIP 3-32-0008-032-2026 & IIJA 33
CLIENT: City of Fallon, Nevada
JOB NUMBER: RP-25-00211
DATE: April 3, 2026

J-U-B Engineers, Inc. Fee Estimate (Bidding & Construction Phase)

TASK NO	PROJECT TASK	Principal \$261.00	Senior Engineer \$239.00	Project Engineer \$160.00	Construct Manager \$176.00	CAD Designer \$153.00	Survey PLS \$195.00	Survey Tech \$140.00	GIS Analyst Senior \$170.00	Admin. \$79.00	Trips	TOTAL HRS	TASK DIRECT COSTS
18	Prepare Record Drawings	0	2	4	0	4	0	0	0	0		10	\$1,730.00
040. Project Close Out Phase													
1	Prepare Final Report	0	4	24	8	0	0	0	0	0		36	\$6,204.00
2	Update ALP Drawing	0	2	0	0	6	0	0	0	0		8	\$1,396.00
3	Assist with Independent Audit	0	12	0	0	0	0	0	4	4		20	\$3,864.00
4	Assist with 5-year CIP	0	4	12	0	4	0	0	0	0	0	20	\$3,488.00
	Sub -Total Design	3	274	131	487	16	4	12	4	54	53	985	\$182,795.00

ATTACHMENT 1B- Fee Breakdown

Item 7.

PROJECT TITLE: FY 2026 Fallon Municipal Airport Project AIP 3-32-0008-032-2026 & IIJA 33
CLIENT: City of Fallon, Nevada
JOB NUMBER: RP-25-00211
DATE: April 3, 2026

J-U-B Engineers, Inc. Fee Estimate (Bidding & Construction Phase)

TASK NO	PROJECT TASK	Principal	Senior Engineer	Project Engineer	Construct Manager	CAD Designer	Survey PLS	Survey Tech	GIS Analyst Senior	Admin.	Trips	TOTAL HRS	TASK DIRECT COSTS
		\$261.00	\$239.00	\$160.00	\$176.00	\$153.00	\$195.00	\$140.00	\$170.00	\$79.00			
LABOR:													
	Labor + Direct Overhead Subtotal	3	274	131	487	16	4	12	4	54	53	985	\$182,795.00
	Fixed Fee									15.0%			\$27,419.25
	Total Labor + Overhead + Fixed Fee												\$210,214.25
EXPENSES:		Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles		Markup				
	Air Travel	\$600.00	0						1.0				\$0.00
	Mileage	\$0.700		53			140		1.0				\$5,194.00
	Per Diem	\$68.00			20				1.0				\$1,360.00
	Lodging	\$110.00			0				1.0				\$0.00
	GPS Survey Unit	\$53.94				0			1.0				\$0.00
	Printing	\$240.75							1.0				\$240.75
SUBCONSULTANTS:													
1	Quality Assurance Testing						\$4,365		1.0				\$4,365.00
2							\$0		1.0				\$0.00
3							\$0		1.0				\$0.00
	Subtotal - Labor + Overhead + Fixed Fee												\$210,214.25
	Subtotal - Expenses												\$6,794.75
	Subtotal - Subconsultants												\$4,365.00
	Total - Project Bidding & Construction Fees												\$221,374.00



**J-U-B ENGINEERS, Inc.
FAA AGREEMENT FOR PROFESSIONAL SERVICES**

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

**Client
Name:**

City of Fallon

Project:

Construct New Taxilane & Extend Existing Taxilane
(Bidding & Construction)

The FAA Agreement for Professional Services dated _ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|--|--|
| ☒ Yes

☐ No | 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| ☒ Yes

☐ No | 2. Pre-Construction Conference. Participate in a pre-construction conference. |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes
☐ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☒ Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
- ☒ Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
- ☒ Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
- ☒ Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
- ☒ Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
- ☒ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | |
|---|--|
| ☐ Yes | 1. <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☒ No | |
| ☐ Yes | 2. <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☒ No | |
| ☐ Yes | 3. <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☒ No | |
| ☐ Yes | 4. <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☒ No | |
| ☒ Yes | 5. <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| ☐ No | |
| ☒ Yes | 6. <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☐ No | |
| ☒ Yes | 7. <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
| ☐ No | |
| ☒ Yes | 8. <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
| ☐ No | |
| ☒ Yes | 9. <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |
| ☐ No | |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. **General.** RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. **Schedules.** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. **Conferences and Meetings.** When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. **Liaison.** Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J U B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J U B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J U B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: July 14, 2026
 AGENDA DATE: July 21, 2026
 TO: The Honorable City Council
 FROM: Brian Byrd, Public Works Director
 AGENDA ITEM TITLE: Consideration and possible action to approve a construction contract with Ernst Earthworks of Fallon, Nevada in order to complete the Laura Mills Walking Path Replacement Project in the amount of Eight Hundred Fifteen Thousand Seven Hundred Ninety-Eight Dollars and Eighty-One Cents (\$815,798.81). **(For possible action)**

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| ☐ Resolution | ☐ Ordinance |
| ☒ Formal Action/Motion | ☐ Other – Discussion Only |

RECOMMENDED COUNCIL ACTION: Motion to approve a construction contract with Ernst Earthworks of Fallon, Nevada in order to complete the Laura Mills Walking Path Replacement Project in the amount of Eight Hundred Fifteen Thousand Seven Hundred Ninety-Eight Dollars and Eighty-One Cents (\$815,798.81).

DISCUSSION: This project would allow for the replacement of both interior and exterior walking paths at Laura Mills Park. The existing asphalt paths, totaling $\frac{3}{4}$ of a mile, will be removed and replaced with 4" reinforced concrete. The removal of the existing paths will allow for the installation of wider paths with proper slopes and achieve full ADA compliance.

The Scope of Work includes, but is not limited to, the furnishing and installation of all site work, cast-in-place concrete work, reinforcing steel, dowels, concrete curing, formwork, chamfer strips, crack joints, construction joints, expansion joints and accessories.

This project was released for public bid on May 5, 2026 and was advertised in the Fallon Post in accordance with NRS 338.1385. Four (4) bids were received and opened on May 26, 2026 as further described in the attached documents. Of the four bids received, Ernst Earthworks was the lowest bidder.

City staff recommends approval of a construction contract with Ernst Earthworks of Fallon, Nevada.

FISCAL IMPACT: \$815,798.81

FUNDING SOURCE: Bond Revenue Fund

PREPARED BY: Brian Byrd



Reno
9222 Prototype Drive
Reno, Nevada
775.827.6111

June 9, 2026

Brian Byrd, Public Works Director
City of Fallon
55 W. Williams Ave
Fallon, Nevada 89406

**Subject: Laura Mills Park Upgrades - CH-2026-332
Recommendation of Award**

Dear Mr. Byrd:

As you are aware, bids for the above referenced project were recognized and opened on May 26th, 2026. Four (4) bid were received with Ernst Earthworks, LLC. having the lowest total bid of \$815,798.81.

Ernst Earthworks, LLC, a Nevada contractor licensee, is of good standing and their bid was found to be complete and responsive. Therefore, we recommend that award be considered to **Ernst Earthworks, LLC** for the **Laura Mills Park Upgrades PWP-CH-2026-332** in the amount of \$815,798.81.

In preparation of this recommendation, Lumos verified that Ernst Earthworks, LLC. and all proposed subcontractors are actively licensed and satisfy the licensing requirements of this project.

Please note: Lumos also verified the entities within SAM.gov. The apparent low bidder and subconsultant's entity registration is currently **active** as of 6/9/2026.

A Bid Tabulation has been attached for your reference. Please contact me at (775) 423-2188 or hmori@lumosinc.com, should you have any questions.

Sincerely,

Hunter Mori
Senior Engineer
Engineering Division

CC: Erik Fain – Deputy Public Works Director, City of Fallon
Brian Harer – Group Manager – Construction Division, Lumos & Associates, Inc.

Attach: Bid Tabulation



BID TABULATION - MAY 26, 2026						*APPARENT LOW BIDDER*								
Item No.	Base Bid Item and Description	Unit	Engineer's Estimate			Ernst Earthworks		Grandscape LLC		A&K Earthmover		Cheek Construction		
			Unit Cost	Quantity	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	MOBILIZATION / DEMOBILIZATION / EROSION CONTROL / CLEANUP	LS	\$25,000.00	1	\$25,000.00	\$41,769.47	\$41,769.47	\$27,596.00	\$27,596.00	\$45,000.00	\$45,000.00	\$68,000.00	\$68,000.00	
2	SOD REMOVAL	SF	\$0.50	47,710	\$23,855.00	\$1.16	\$55,343.60	\$1.04	\$49,618.40	\$1.50	\$71,565.00	\$3.50	\$166,985.00	
3	SAWCUT & REMOVE EXISTING AC WALKING PATH	SF	\$3.00	35,134	\$105,402.00	\$1.81	\$63,592.54	\$2.61	\$91,699.74	\$2.50	\$87,835.00	\$3.00	\$105,402.00	
4	SAWCUT & REMOVE EXISTING CONCRETE WALKING PATH	SF	\$6.00	1,377	\$8,262.00	\$14.71	\$20,255.67	\$12.32	\$16,964.64	\$6.50	\$8,950.50	\$6.00	\$8,262.00	
5	REMOVE AND REPLACE PARK SIGNAGE AND POST	EA	\$800.00	6	\$4,800.00	\$1,890.55	\$11,343.30	\$1,198.33	\$7,189.98	\$750.00	\$4,500.00	\$2,500.00	\$15,000.00	
6	REMOVE AND INSTALL NEW REMOVABLE BOLLARDS	EA	\$2,000.00	10	\$20,000.00	\$1,104.38	\$11,043.80	\$849.50	\$8,495.00	\$2,500.00	\$25,000.00	\$3,500.00	\$35,000.00	
7	INSTALL NEW PCC WALKING PATH (6" TYPE II CLASS B AGGREGATE BASE, 4" PCC)	SF	\$15.00	40,113	\$601,695.00	\$9.98	\$400,327.74	\$12.94	\$519,062.22	\$10.50	\$421,186.50	\$14.00	\$561,582.00	
8	INSTALL NEW PCC MONOLITHIC TURNDOWN SIDEWALK (6" TYPE II CLASS B AGGREGATE BASE, 6" PCC) AND PAVILION FOOTING	SF	\$17.50	567	\$9,922.50	\$35.34	\$20,037.78	\$35.27	\$19,998.09	\$48.00	\$27,216.00	\$50.00	\$28,350.00	
9	INSTALL NEW PCC POST CURB	LF	\$75.00	1,032	\$77,400.00	\$52.94	\$54,634.08	\$47.31	\$48,823.92	\$75.00	\$77,400.00	\$80.00	\$82,560.00	
10	INSTALL DECOMPOSED GRANITE	SF	\$10.00	417	\$4,170.00	\$28.87	\$12,038.79	\$9.73	\$4,057.41	\$4.00	\$1,668.00	\$7.00	\$2,919.00	
11	PROTECT AND ADJUST EXISTING MANHOLE TO NEW FINISH GRADE	EA	\$1,800.00	1	\$1,800.00	\$11,697.21	\$11,697.21	\$2,133.00	\$2,133.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	
12	PROTECT AND ADJUST EXISTING VALVE TO NEW FINISH GRADE	EA	\$1,200.00	3	\$3,600.00	\$3,013.00	\$9,039.00	\$1,453.00	\$4,359.00	\$1,400.00	\$4,200.00	\$1,400.00	\$4,200.00	
13	INSTALL 4" IRRIGATION SLEEVE	LF	\$80.00	220	\$17,600.00	\$148.34	\$32,634.80	\$45.90	\$10,098.00	\$45.00	\$9,900.00	\$75.00	\$16,500.00	
14	INSTALL ELECTRICAL CONDUIT AND PEDESTALS	LS	\$30,000.00	1	\$30,000.00	\$22,041.03	\$22,041.03	\$64,334.00	\$64,334.00	\$132,079.00	\$132,079.00	\$82,000.00	\$82,000.00	
15	CONTRACT ALLOWANCE	LS	\$50,000.00	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	
					TOTAL =	\$983,506.50	TOTAL =	\$815,798.81	TOTAL =	\$924,429.40	TOTAL =	\$970,000.00	TOTAL =	\$1,228,260.00

BID FORM:	X	X	X	X
BID BOND:	X	X	X	X
DBE INFORMATION FORM:	X	X	X	X
5% SUBCONTRACTORS LIST:	X	X	X	X
BIDDER EQUAL EMPLOYEMENT OPPORTUNITY:	X	X	X	X
SUBCONTRACTOR EQUAL EMPLOYEMENT OPPORTUNITY:	X	X	INCOMPLETE	X
BIDDER LOBBYING ASSURANCES:	X	X	X	X
SUBCONTRACTOR LOBBYING ASSURANCES:	X	X	INCOMPLETE	X
BIDDER DEBARMENT:	X	X	X	X
BIDDER SECTION 3 CERTIFICATION:	X	X	X	X
SUBCONTRACTOR SECTION 3 CERTIFICATION:	X	X	INCOMPLETE	X
SECTION 3 WORK FORCE BREAKDOWN:	X	X	X	X
WORK FORCE BREAKDOWN:	X	X	X	X
BIDDERS BUILD AMERICA, BUY AMERICA CERT	X	X	X	X
APPERNTICESHIP UTILIZATION ACT	X	X	X	X
ANIT-COLLUSION AFADAVIT:	X	X	X	X
BOYCOTT OF ISRAEL:	X	X	X	X
QUALIFICATION STATEMENT:	X	X	X	X
OWNERS ATTORNEY	X	X	X	NOT SIGNED
ADDENDUM NO. 1:	X	X	X	INCOMPLETE
1% SUBCONTRACTORS LIST:	X	X	X	X
SUBCONTRACTORS AND SUPPLIERS BIDDING:	X	X	X	X
SUBCONTRACTORS:	Pavement Recycling Systems	Hiskett & Sons	Hiskett & Sons LLC	Hiskett & Sons LLC
	Wood Rodgers Inc.	Western Nevada Supply		
		A&K Earthmovers		

DESCREPENCY BETWEEN SUBMITTED BID AND CALCULATED UNIT PRICE



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: July 14, 2026
 AGENDA DATE: July 21, 2026
 TO: The Honorable City Council
 FROM: Brian Byrd, Public Works Director
 AGENDA ITEM TITLE: Consideration and possible action to approve a change order contract with A&K Earthmovers of Fallon, Nevada in order to complete the Rattlesnake Hill Water Tank Demolition Project, in the amount of Six Hundred Sixteen Thousand Five Hundred and Fifty Dollars and Zero Cents (\$616,550). **(For possible action)**

TYPE OF ACTION REQUESTED:

Resolution	Ordinance
(X) Formal Action/Motion	Other

POSSIBLE COUNCIL ACTION: Motion to approve a change order contract with A&K Earthmovers of Fallon, Nevada in order to complete the Rattlesnake Hill Water Tank Demolition Project, in the amount of Six Hundred Sixteen Thousand Five Hundred and Fifty Dollars and Zero Cents (\$616,550).

DISCUSSION: On June 17, 2025, The City of Fallon approved a construction contract with A&K Earthmovers to complete the Rattlesnake Hill Water Tank Demolition and Site Preparation Project in the amount of \$1,095,000. The project consisted of the demolition of two water storage tanks located atop Rattlesnake Hill and included prep work associated with the placement of a new welded steel tank. A&K Earthmovers has completed the demolition of the existing tanks. Once the tank removal was complete, Lumos & Associates was able to perform additional soils testing at the location of the previously demolished tanks. Upon the additional testing, it was determined that the subsurface conditions were unsuitable for the placement of a new tank.

The attached change order includes additional site preparation that will complete the project and allow for the future procurement and placement of a welded steel tank.

In 2022, the City of Fallon received \$1,995,000 if Congressionally Delegated funding for the project. If approved, the attached Change Order will complete the project under budget and be fully eligible for reimbursement, with a closeout total of \$1,547,992.

FISCAL IMPACT: \$616,550

FUNDING SOURCE: 100% 2022 Congressionally Delegated Spending

PREPARED BY: Brian Byrd, Director of Public Works

TO BE PRESENTED TO COUNCIL BY: Brian Byrd, Director of Public Works

REQUEST FOR CHANGE ORDER

CHANGE REQUEST #: 3
DATE: 3/5/2026
PROJECT: City of Fallon Rattlesnake Tank Demo
PROJECT #: 82506
LOCATION: Fallon, NV



TO:
 City of Fallon
 55 W Williams Ave
 Fallon, NV 89406

TO WHOM IT MAY CONCERN:

THIS CHANGE ORDER INCLUDES ALL MATERIAL, LABOR AND EQUIPMENT NECESSARY TO COMPLETE THE FOLLOWING WORK AND TO ADJUST THE TOTAL CONTRACT AS INDICATED

Scope: Tank pad over-excavation, import fill placement, slope grading, tank utility stub install and shotcrete wall

Change Order Total: \$616,550

The contract time will be changed by 20 days

WE HEREBY AGREE TO MAKE THE CHANGE(S) SPECIFIED ABOVE AT THIS PRICE: \$ 616,550.00

NOTE: THE WORK COVERED BY THIS ORDER SHALL BE PERFORMED UNDER THE SAME TERMS AND CONDITIONS AS THAT INDICATED IN THE ORIGINAL CONTRACT UNLESS STATED OTHERWISE ABOVE.

ACCEPTED: **City of Fallon**

Copy to:

DATE: _____ PHONE: _____

SIGNATURE

ADDRESS: 55 W Williams Ave
Fallon, NV 89406

A & K EARTH MOVERS, INC.

DATE: _____ PHONE: (775) 217-0090

SIGNATURE

ADDRESS: 12251 TRUCKEE CANYON COURT
SPARKS, NV 89434

Engineering Office
12251 Truckee Canyon Ct
Sparks, NV 89434
P: (775)825-1636
F: (775)825-6171



Main Office
515 Windmill Dr
Fallon, NV 89406
P: (775)423-6085
F: (775)423-8410

Item 9.

City of Fallon
55 West Williams Ave
Fallon, NV 89406

March 5, 2026

Subject: Tank Pad work

Mr. Mori,

A&K Earth Movers is pleased to provide the following proposal for your review:

Item #	Description	Qty	Unit	Unit Price	Ext Price
1	Mobilization/Demobilization	1	LS	\$52,000.00	\$52,000.00
2	Tank Over-Excavation	1,935	CY	\$ 95.00	\$183,825.00
3	Structural Fill Placement	1,935	CY	\$ 75.00	\$145,125.00
4	Slope Grading	6,400	SF	\$ 4.25	\$27,200.00
5	Tank Utility Stubs	2	EA	\$55,000.00	\$110,000.00
6	Shotcrete Wall	80	LF	\$1,230.00	\$98,400.00
Grand Total:					\$616,550.00

This proposal is valid for 30 days and shall become an integral part of any and all contract and/or subcontract agreements. Please note that this proposal is presented as a complete scope package. If the owner/general contractor desires to eliminate any items, the pricing of the remaining items may need to be adjusted. Proposal is based on the plans and specifications listed below.

1. Revised tank plans by Lumos & Associates with latest revision dated 1/22/26
2. Northern Nevada Prevailing Wages use

If you have any questions or require additional information, feel free to contact us at 775-825-1636 or via email at jzamora@akearthmovers.com.

Sincerely,

Jake Zamora

Jake Zamora
Estimator



NV CL #A-24548
NV CL #B-77821
CA CL #A-339463



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12251 Truckee Canyon Ct
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Item 9.

INCLUSIONS:

1. Mobilization & Supervision: Based on 1 mobilization back to project site, supervision included in mobilization number
2. Dust Control: To be provided while A&K crews onsite and based on 1 water truck being required by dust control permit
3. Earthwork: Over-excavate tank pad and replace with 4' of structural fill on half of the tank and 3' of structural fill on the other half.
4. Fabric: Placement of fabric in over-excavated sections
5. Utilities: Buy and install of 18" fusion bonded stub and 14" fusion bonded stub both with FLGxFLG flexible expansion coupling
6. Shotcrete: Madole to form and install shotcrete wall on existing slope (color not included)

EXCLUSIONS:

1. Items not specifically included above
2. Performance & Payment Bond – Add 1.2% if required
3. Permits, Fees (inc. Encroachment Permit)
4. Survey, staking, testing, inspections & other professional services
5. Over-Excavation of unsuitable materials and/or import of structural fill
6. Landscape features such as walls, topsoil, sod, rip-rap, irrigation, etc.
7. Removal of other contractor's debris and/or trash
8. Interior utilities
9. Pest & Weed control
10. Revisions to the utilities by governing agencies
11. Removal & disposal of hazardous and/or contaminated materials



NV CL #A-24548
NV CL #B-77821
CA CL #A-339463





CG - 97T24801 - 0
City of Fallon - Rattlesnake Tanks Demolition
EPA COMMUNITY GRANT REIMBURSEMENT SUMMARY
Initial Grant Amount \$1,995,000.00

RQ NO.	DATE	PAYEE	Contractor/ Invoice No.	DESCRIPTION	a. Personnel	b. Fringe Benefits	c. Travel	d. Equipment	e. Supplies	f. Contractual	g. Construction	h. Other	TOTAL AMOUNT	Remaining Grant Funds
														\$ 1,995,000.00
1	10/31/2024	Lumos and Associates	attached	Design Plans & Specifications						\$ 233,175.00			\$ 233,175.00	\$ 1,761,825.00
1	10/31/2024	BEC Environmental	attached	Environmental Assessment Env Review & Approval; Grant						\$ 13,189.00			\$ 13,189.00	\$ 1,748,636.00
1	10/31/2024	J-U-B Engineers, Inc.	attached	Application Processing						\$ 22,702.90			\$ 22,702.90	\$ 1,725,933.10
Request # 1 SUBTOTAL					\$	-	\$	-	\$	-	\$	-	\$ 269,066.90	\$ 1,725,933.10
2	05/12/2026	A&K Earthmovers, Inc.	attached	Construction						\$ -	\$ 884,869.90		\$ 884,869.90	\$ 841,063.20
2	05/12/2026	Lumos and Associates	attached	Bidding/Pre-construction						\$ -	\$ 50,475.00		\$ 50,475.00	\$ [50,475.00]
2	05/12/2026	Lumos and Associates	attached	Construction Management						\$ -	\$ 21,805.00		\$ 21,805.00	\$ 819,258.20
2	05/12/2026	J-U-B Engineers, Inc.	attached	Grant Management - Construction						\$ -	\$ 4,958.00		\$ 4,958.00	\$ 814,300.20
Request # 2 SUBTOTAL					\$	-	\$	-	\$	-	\$	-	\$ 962,107.90	\$ 814,300.20
SUBTOTAL					\$	-	\$	-	\$	-	\$	-	\$ 1,231,174.80	\$ 814,300.20



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: July 14, 2026
AGENDA DATE: July 21, 2026
TO: The Honorable City Council
FROM: Daniel Babiarz, Chief of Police
AGENDA ITEM TITLE: Fallon Police Department Monthly Report for June 2026 (For discussion only)
TYPE OF ACTION REQUESTED:
Resolution Ordinance
Formal Action/Motion (X) Other – Discussion Only

POSSIBLE COUNCIL ACTION: For Review Only

DISCUSSION: (Attachment, if necessary)

FISCAL IMPACT: None

FUNDING SOURCE: N/A.

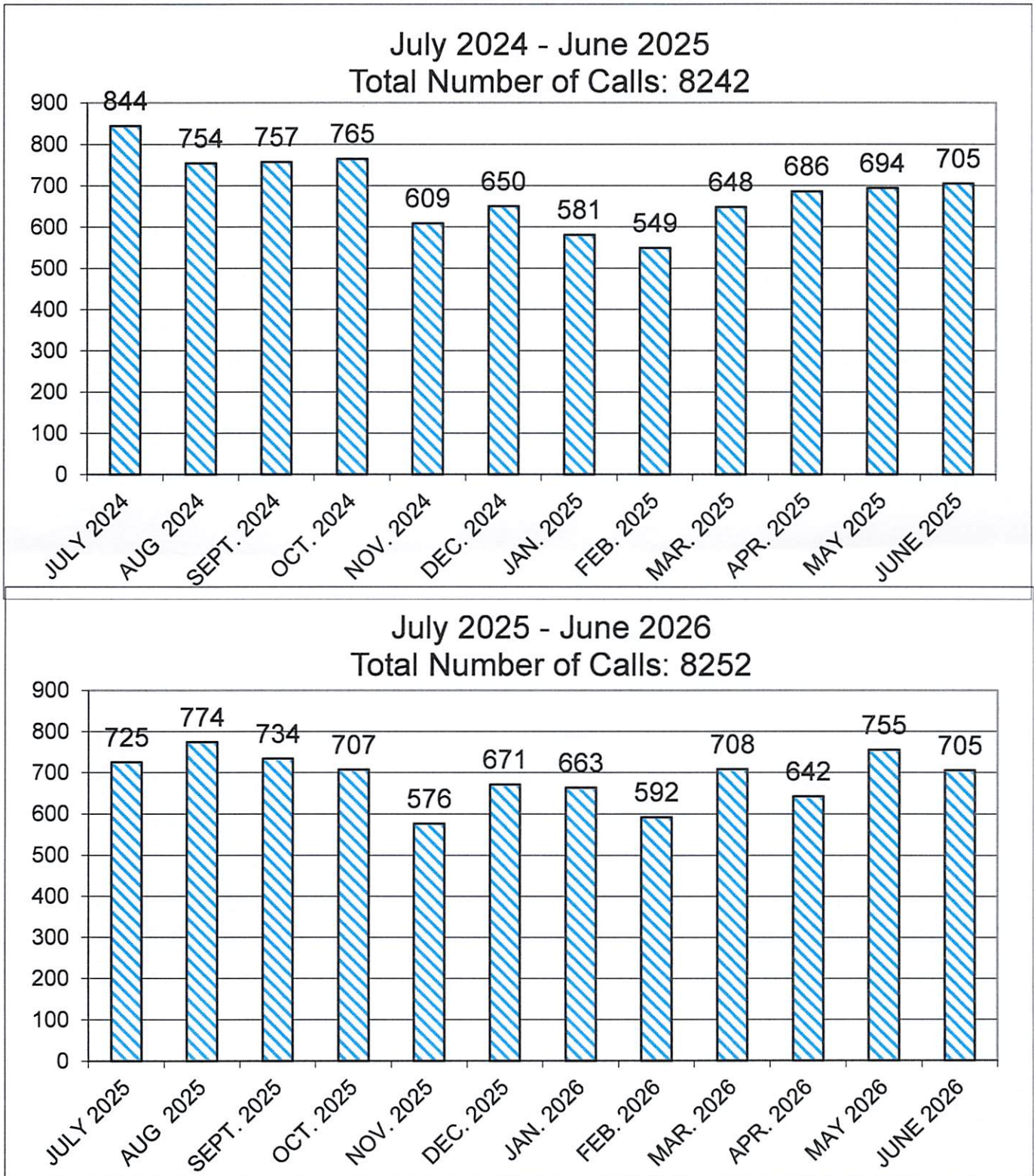
PREPARED BY: Emily Rasmussen

PRESENTED TO COUNCIL BY: Chief Daniel Babiarz

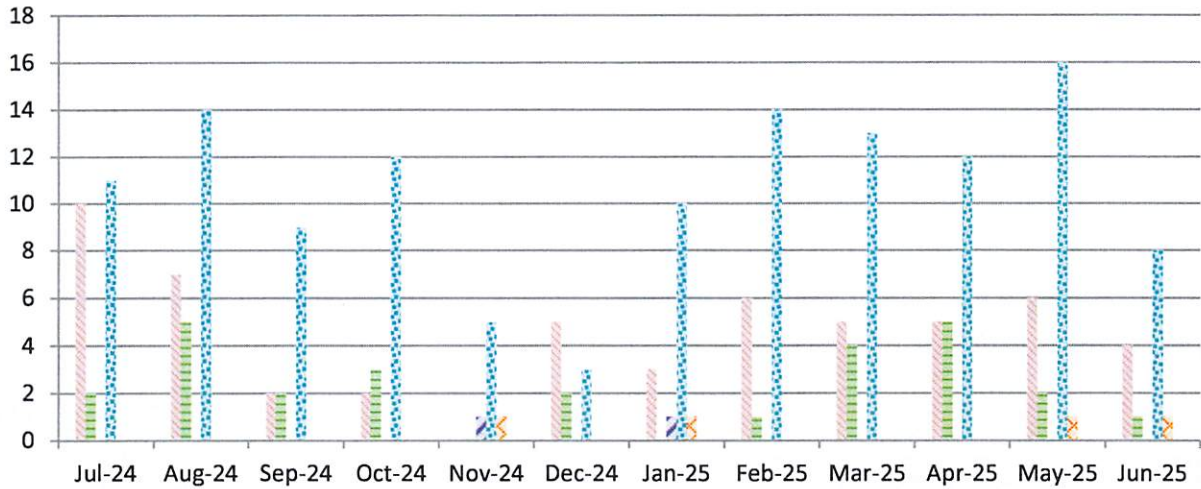
MONTHLY ACTIVITY REPORT



June 2026

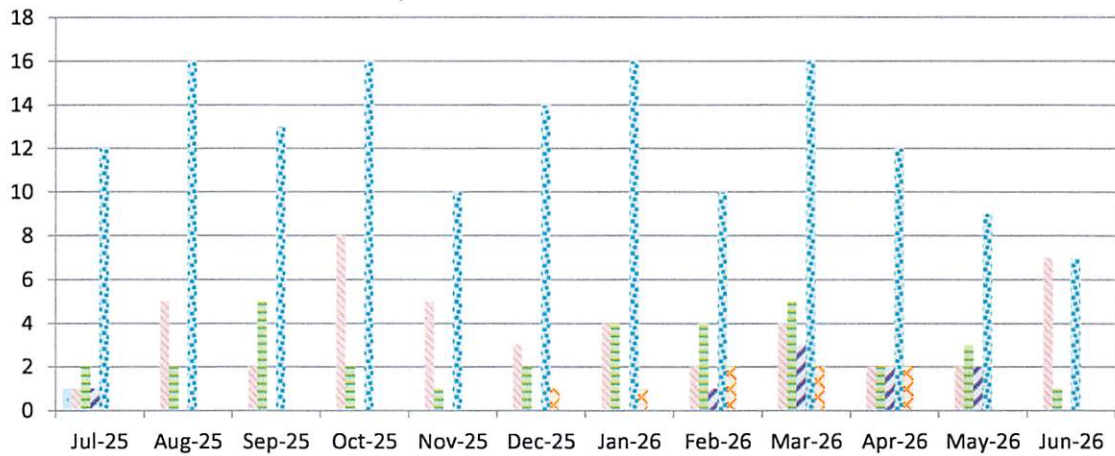


July 2024 - June 2025



	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Sex Offense	0	0	0	0	0	0	0	0	0	0	0	0
Domestic Battery	10	7	2	2	0	5	3	6	5	5	6	4
Battery Assaults	2	5	2	3	0	2	0	1	4	5	2	1
Stolen Vehicle	0	0	0	0	1	0	1	0	0	0	0	0
Larceny	11	14	9	12	5	3	10	14	13	12	16	8
Burglary	0	0	0	0	1	0	1	0	0	0	1	1
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0

July 2025 - June 2026

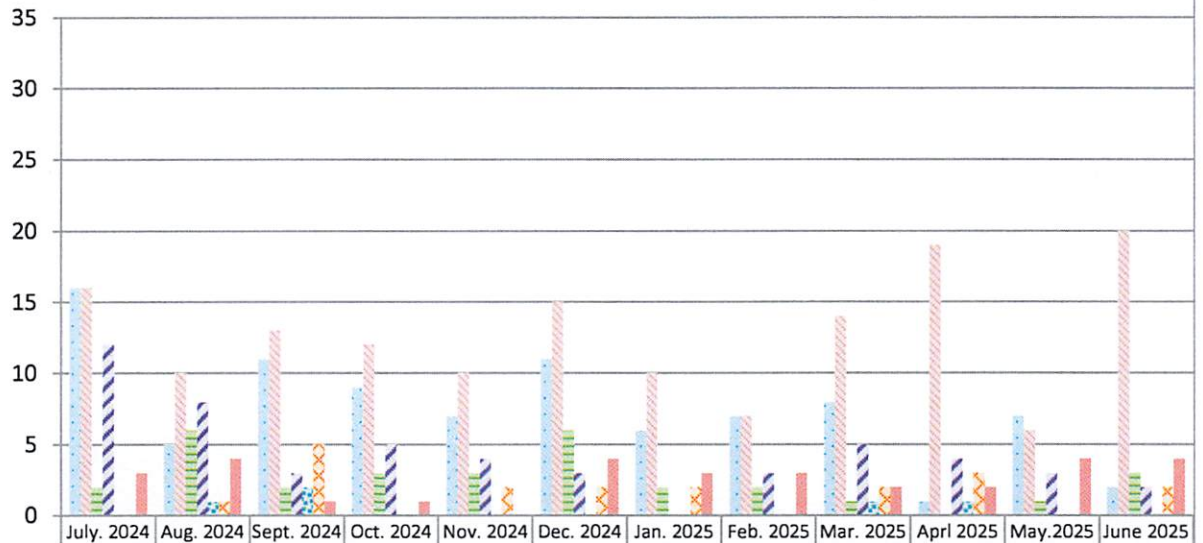


	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Sex Offense	1	0	0	0	0	0	0	0	0	0	0	0
Domestic Battery	1	5	2	8	5	3	4	2	4	2	2	7
Battery Assaults	2	2	5	2	1	2	4	4	5	2	3	1
Stolen Vehicle	1	0	0	0	0	0	0	1	3	2	2	0
Larceny	12	16	13	16	10	14	16	10	16	12	9	7
Burglary	0	0	0	0	0	1	1	2	2	2	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0

Arrest Summary

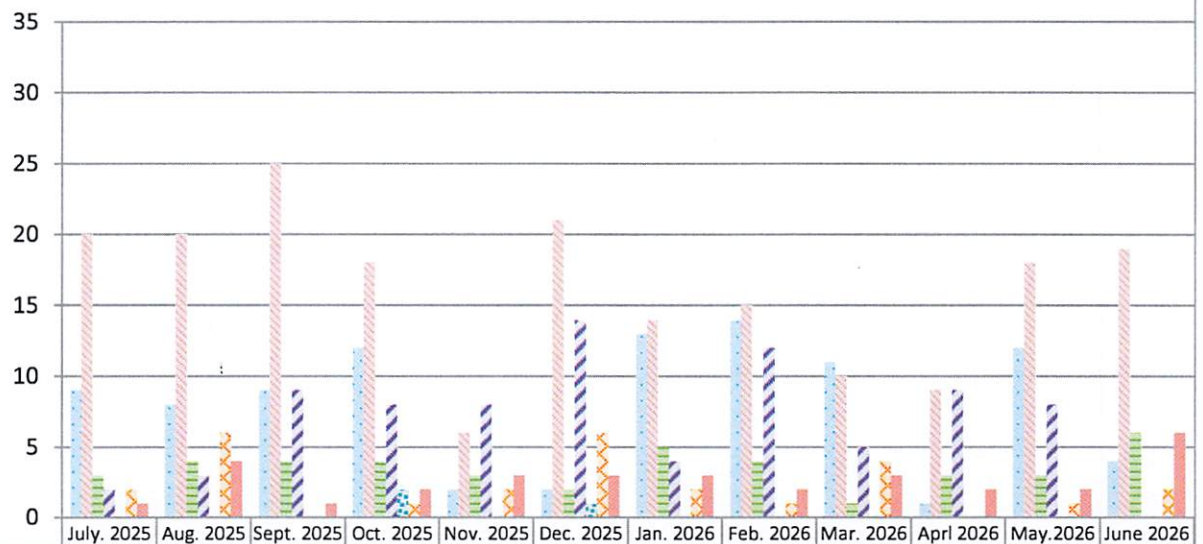
Item 10.

July 2024 - June 2025



Felony/GM	16	5	11	9	7	11	6	7	8	1	7	2
Misd.	16	10	13	12	10	15	10	7	14	19	6	20
DUI's	2	6	2	3	3	6	2	2	1	0	1	3
Juvenile Misd.	12	8	3	5	4	3	0	3	5	4	3	2
Juvenile Felony/GM	0	1	2	0	0	0	0	0	1	1	0	0
CPC's	0	1	5	0	2	2	2	0	2	3	0	2
Domestic Violence	3	4	1	1	0	4	3	3	2	2	4	4

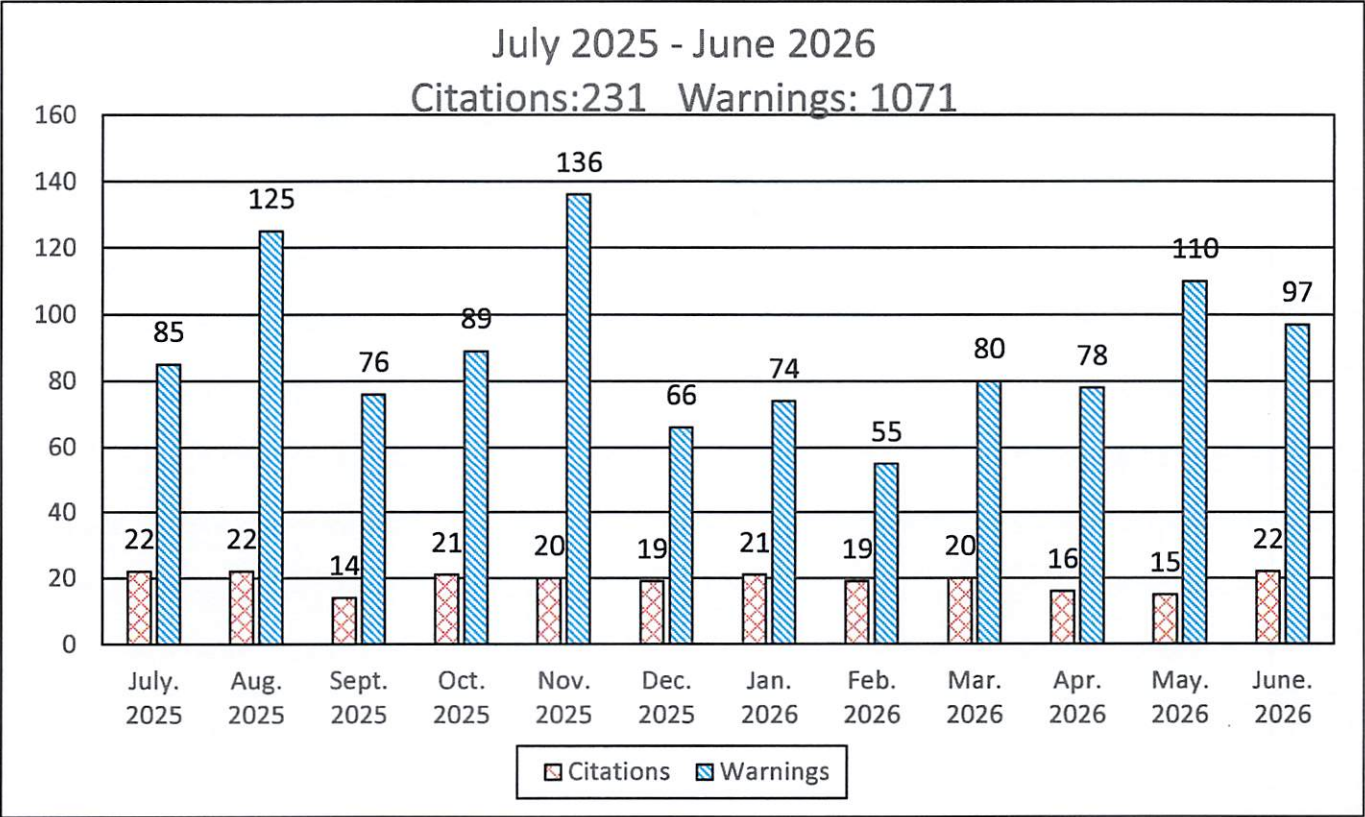
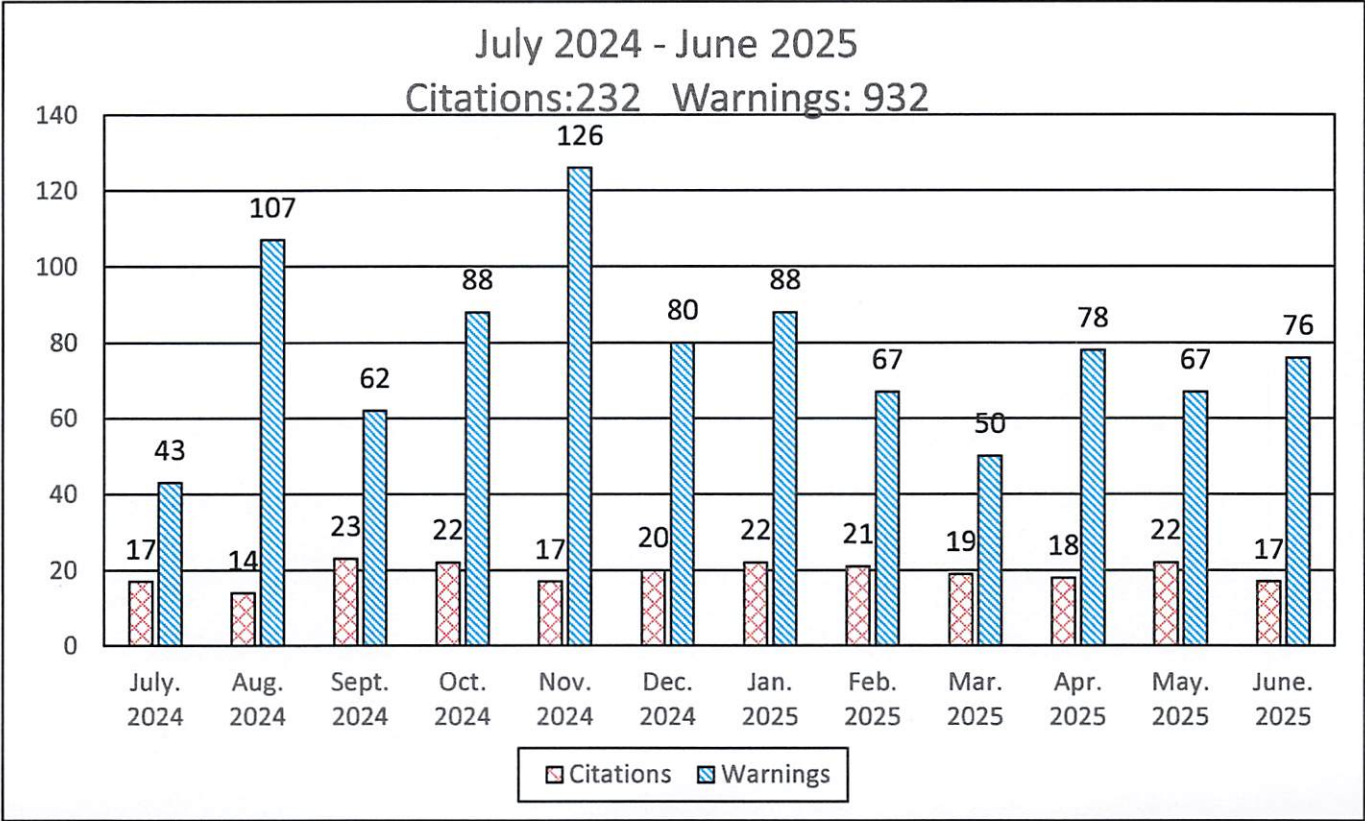
July 2025 - June 2026



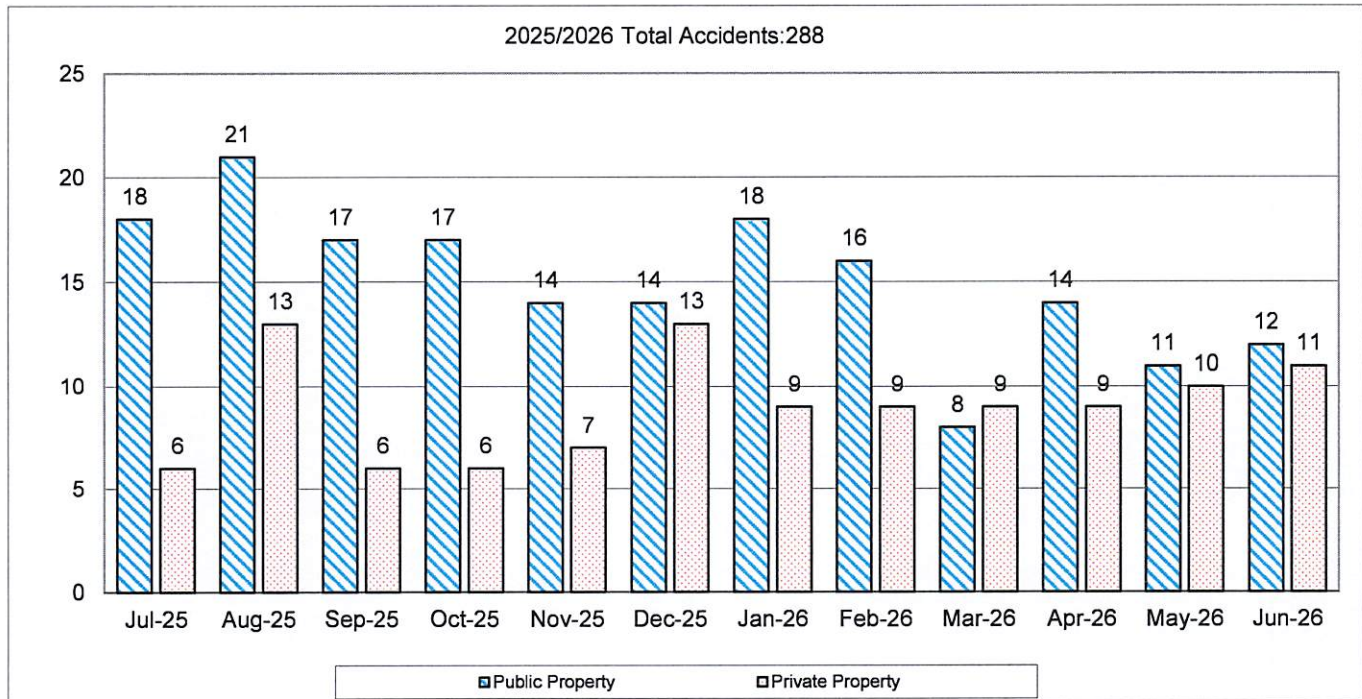
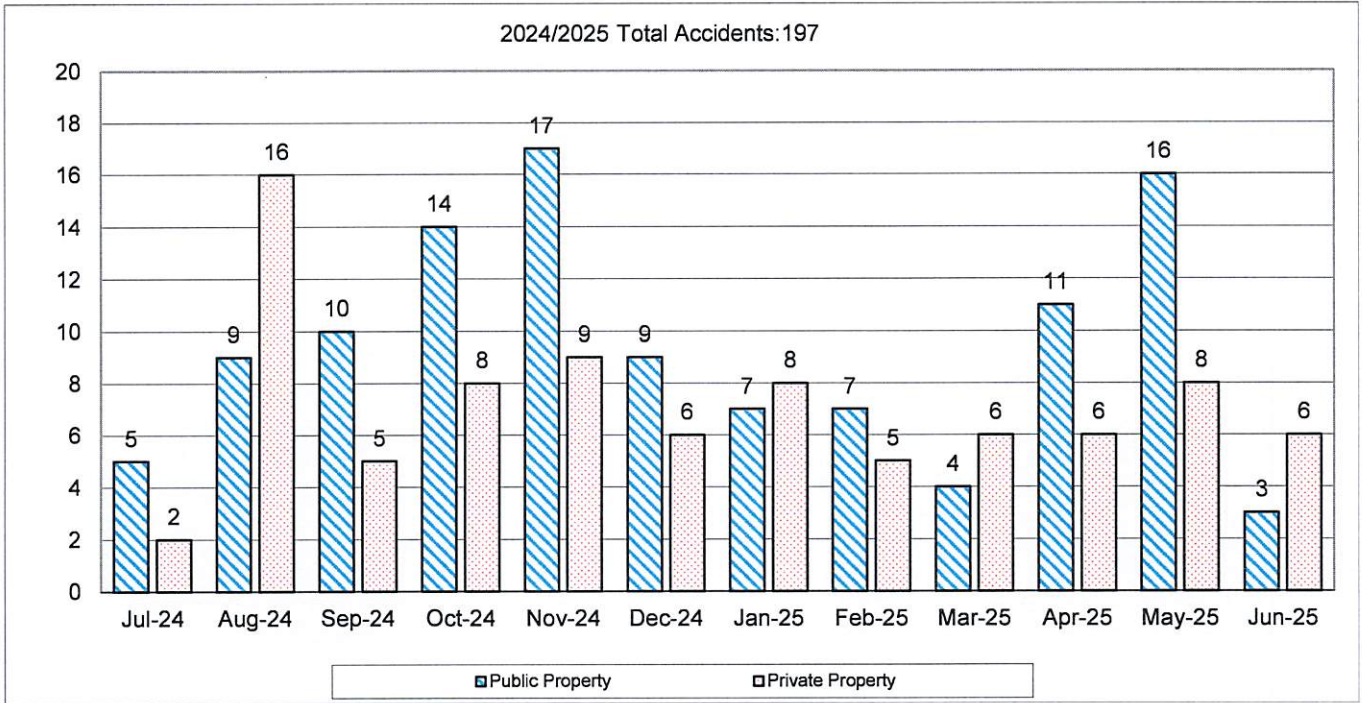
Felony/GM	9	8	9	12	2	2	13	14	11	1	12	4
Misd.	20	20	25	18	6	21	14	15	10	9	18	19
DUI's	3	4	4	4	3	2	5	4	1	3	3	6
Juvenile Misd.	2	3	9	8	8	14	4	12	5	9	8	0
Juvenile Felony/GM	0	0	0	2	0	1	0	0	0	0	0	0
CPC's	2	6	0	1	2	6	2	1	4	0	1	2
Domestic Violence	1	4	1	2	3	3	3	2	3	2	2	6

Moving Citation Traffic Warnings

Item 10.

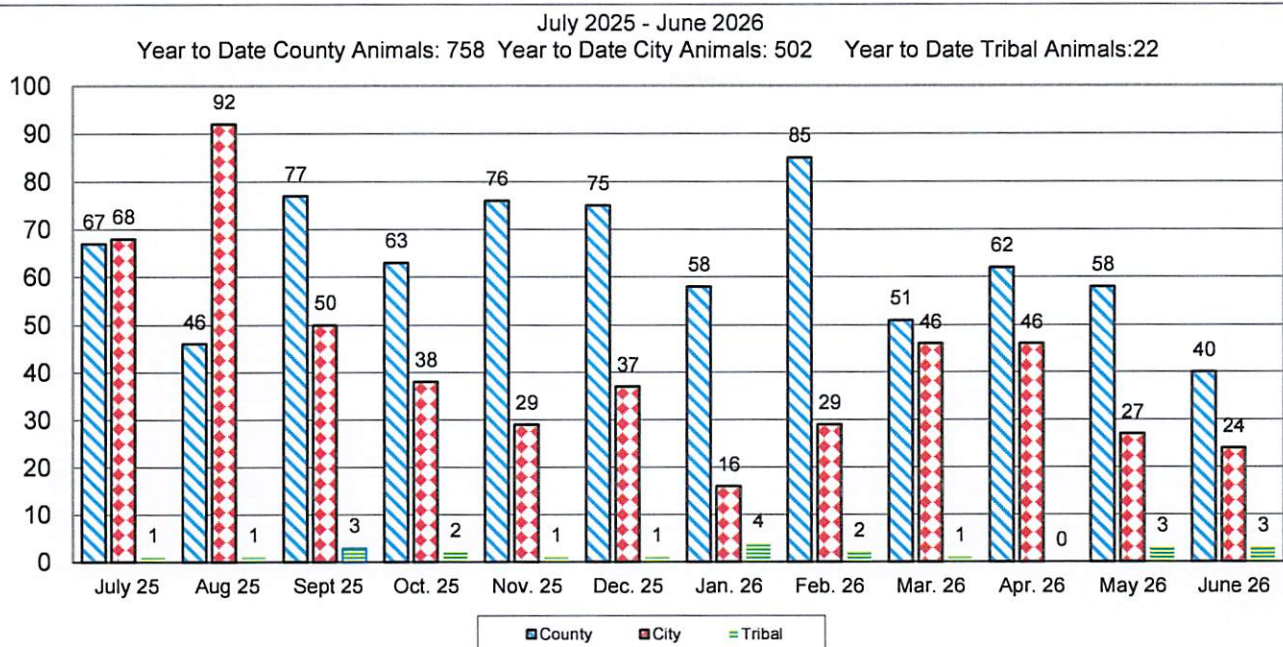
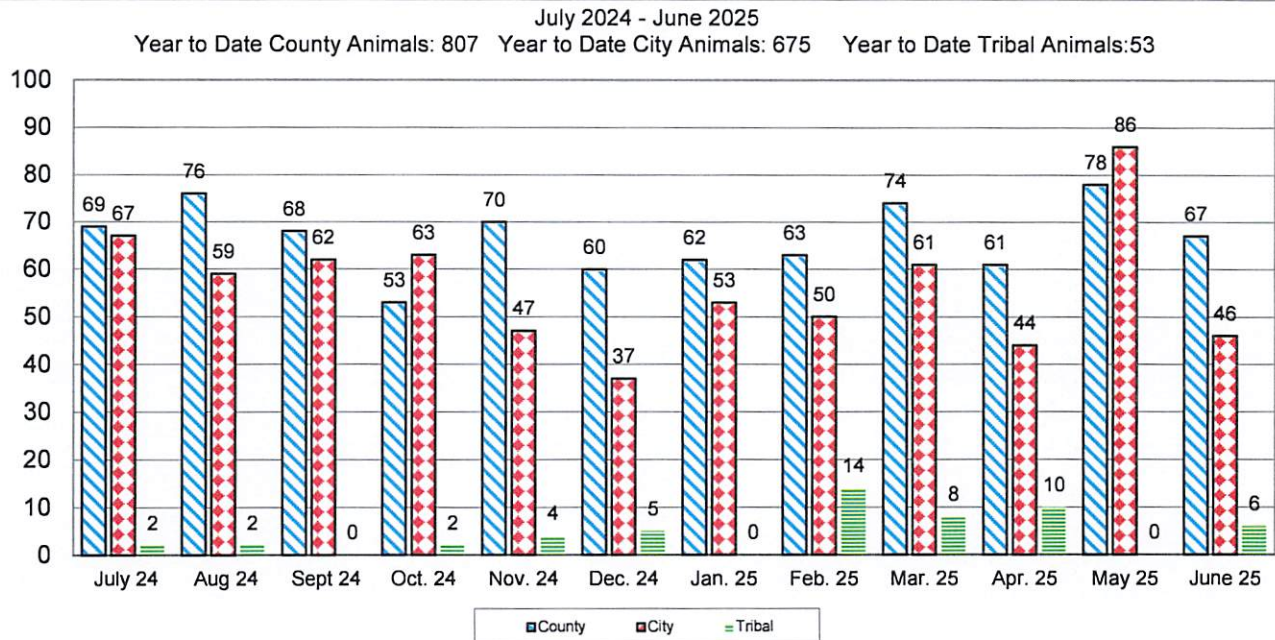


Traffic Accidents



Animal Shelter Services

Item 10.



**Fallon Police Department
Activities / Special Events
June 2026
ASSISTANCE**

During the month of June, we provided no (0) hotel rooms.

INDOCTRINATION

During the month of June, there was one (1) indoctrination at NAS Fallon.

VOLUNTEERS IN POLICE SERVICES

June 2026 the Fallon Police VIPS volunteered one hundred and eleven (111) hours to the agency.

OTHER PUBLIC RELATIONS

During June officers conducted special details for the following:

- On June 3, 2026, officers bought snow cones from kids on Colorado Ln.
- On June 5, 2026, officers attended the Churchill County High School graduation ceremony.
- On June 12, 2026, officers bought lemonade from a lemonade stand.
- On June 16, 2026, CSO Hammond set up the radar trailer on Keddie St.
- On June 20, 2026, Officer Coombs attended the Pony Express event at Oats Park.
- On June 20, 2026, Sergeant Bernard assist the Churchill County Sheriff's Office with an event at Top Gun Drag Strip.
- On June 27, 2026, all staff from the Animal Shelter participated in the Corgi/Weiner Dog races at the Fairgrounds.

BREAKDOWN OF ARRESTS

During the month of June, the Police Department had thirty-six (36) total arrests:

- There were four (4) felony/gross misdemeanor arrests
- There were nineteen (19) misdemeanor arrests
- There were six (6) DUI arrests
- There were no (0) juvenile arrests
- There were six (6) Domestic Violence arrests



Activity Report for June 2026

Total Service Hours	111.0
Training Hours	0
Helping Hand Contacts	37
Other Assignments:	
<i>Helping Hand</i>	<i>16.0 hrs.</i>
<i>Chaplin</i>	<i>0</i>
<i>Graduation</i>	<i>12.0 hrs</i>