



AGENDA

CITY COUNCIL MEETING

55 West Williams Avenue Fallon, NV
June 03, 2025 at 9:00 AM

The Honorable City Council will meet in a regularly scheduled meeting on June 3, 2025 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 a construction contract with A&K Earthmovers of Fallon, Nevada in order to complete the Fallon Municipal Airport Reconstruct West Portion of Taxilanes and Additive Option Schedule B – Relocate Taxiway G, PWP-CH-2025-296, in the amount of One Million Two Hundred Forty Thousand Dollars and Zero Cents (\$1,240,00.00), of which the FAA share would be 95% or One Million One Hundred and Seventy-Eight Dollars and Zero Cents (\$1,178,000) and the City's share would be 5% or Sixty-Two Thousand Dollars and Zero Cents (\$62,000). **(For possible action)**

- 6.** Consideration and possible action to approve of a professional services contract with J-U-B Engineers, Inc. for construction services for the Reconstruct West Portion Taxilanes and Relocate Taxiway G Project in an amount not-to-exceed Two Hundred One Thousand Five Hundred and Thirty-Seven Dollars (\$201,537), of which the FAA share would be 95% or One Hundred Ninety-One Thousand Four Hundred and Sixty Dollars and Fifteen Cents (\$191,460.15) and the City's share would be 5% or Ten Thousand Seventy-Six Dollars and Eighty-Five Cents (\$10,076.85). **(For possible action)**
- 7.** Consideration and possible action to approve the Cooperative Agreement between the City of Fallon and the State of Nevada acting by and through the Department of Transportation for the Highway 50 Signalization Project where the City will be responsible for a five percent (5%) match of Federal funds in an amount not to exceed eighty-five thousand fifty-three dollars (\$85,053); and for other matters properly related thereto. **(For possible action)**
- 8.** Consideration and possible approval of a professional services contract with J-U-B Engineers, Inc. for engineering design and bidding support services for the US 50 Signalization Project in an amount not-to-exceed One Hundred Eleven Thousand Two Hundred Forty-Two Dollars (\$111,242). **(For possible action)**
- 9.** Consideration and possible approval of a professional services contract with Lumos & Associates, Inc. for engineering design and bidding support services for the Kaiser Street Roadway Reconstruction Project in an amount not-to-exceed Four Hundred Two Thousand Nine Hundred Ninety-Five Dollars (\$402,995). **(For possible action)**
- 10.** Public Comments **(For discussion only)**
- 11.** Council and Staff Reports **(For discussion only)**

This agenda has been posted on or before 9:00 a.m. on May 29, 2025 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: May 27, 2025
 AGENDA DATE: June 3, 2025
 TO: The Honorable City Council
 FROM: Brian Byrd
 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 Reconstruct West Portion of Taxilanes and Additive Option Schedule B – Relocate Taxiway G, PWP-CH-2025-296, in the amount of One Million Two Hundred Forty Thousand Dollars and Zero Cents (\$1,240,00.00), of which the FAA share would be 95% or One Million One Hundred and Seventy-Eight Dollars and Zero Cents (\$1,178,000) and the City's share would be 5% or Sixty-Two Thousand Dollars and Zero Cents (\$62,000). **(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 Reconstruct West Portion of Taxilanes and Additive Option Schedule B – Relocate Taxiway G, PWP-CH-2025-296, in the amount of One Million Two Hundred Forty Thousand Dollars and Zero Cents (\$1,240,00.00), of which the FAA share would be 95% or One Million One Hundred and Seventy-Eight Dollars and Zero Cents (\$1,178,000) and the City's share would be 5% or Sixty-Two Thousand Dollars and Zero Cents (\$62,000). (For possible action)

DISCUSSION: The City has been approved for an FAA grant to complete the West Portion Taxilanes and Relocate Taxiway G project at the Fallon Municipal Airport. This project was previously designed by J-U-B Engineers, Inc. Sealed bids for FY 2025 Airport Improvements to the Fallon Municipal Airport were received and opened at 10:00 a.m., Friday, May 2, 2025. Based on available funding, it is anticipated that both Base Bid Schedule A – Reconstruct West Portion of Taxilanes and Additive Option Schedule B – Relocate Taxiway G will be awarded.

City staff recommends approval of a construction contract with A&K Earthmovers as the lowest responsive and responsible bidder.

FISCAL IMPACT: \$1,240,000 Construction Contract

FUNDING SOURCE: \$62,000 City of Fallon Airport Fund and \$1,178,000 FAA Grant Funds

PREPARED BY: Brian Byrd, Director of Public Works

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



May 27, 2025

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

RE: Recommendation of Award
FY 2025 Airport Improvements to the Fallon Municipal Airport
FAA AIP 3-32-0008-030-2025 (Tentative)
Reconstruct West Portion of Taxilanes and Relocate Taxiway G

Dear Mr. Byrd:

Sealed bids for FY 2025 Airport Improvements to the Fallon Municipal Airport were received and opened at 10:00 AM on May 2, 2025. The project consisted of two bid schedules, and both the Base Bid and Additive Option B are expected to be awarded. While only the Base Bid was used to determine the lowest bid, the low bidder on the Base Bid was also the low bidder on all bid schedules. In conformance of FAA AIP Handbook-Order 5100.38D, below is a “Price Analysis” for the total bid price.

Price Analysis:

Two sealed bids were received and are summarized in the following tables:

Contractor	Location	Total Bid	% Diff. from Estimate
Engineer’s Estimate		\$899,841.00	
A&K Earth Movers, Inc.	Fallon, NV	\$1,240,000.00	+31.8%

The overall low bidder, A&K Earth Movers, submitted a total bid that was 31.8% higher than the Engineer’s Estimate.

The Engineer’s Estimate was developed based on adjusting unit costs for a similar project from last year for inflation. While the unit prices were higher than expected, they should still be considered 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.

A&K Earth Movers is not a DBE contractor and they have listed DBE subcontractors.

Based on the current available funding, J-U-B recommends award of Base Bid Schedule A and Additive Option Schedule B 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: Reconstruct West Taxilanes and Relocate Taxiway G
 PROJECT NUMBER: AIP 3-32-0008-030-2025 ~ PWP# CH-2025-296
 OWNER/AIRPORT: City of Fallon / Fallon Municipal Airport
 ENGINEER: J-U-B Engineers, Inc.
 PROPOSAL OPENING: 5/2/2025 10:00 AM Local Time
 LOCATION: City of Fallon, Administration Office, City Hall at 55 West Williams Avenue, Fallon, Nevada 89406

BID INFORMATION:

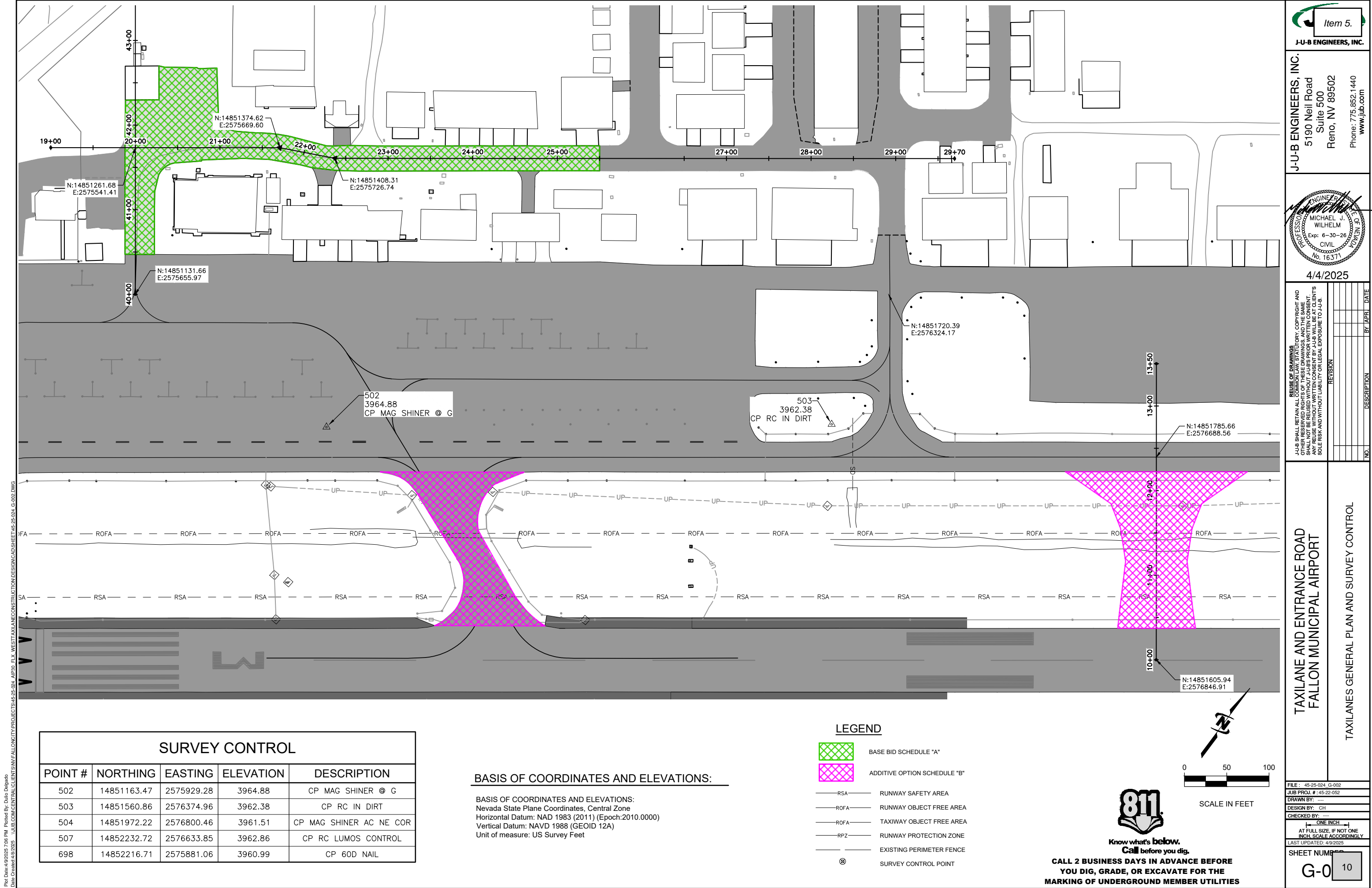
CONTRACTOR:	ENGINEER'S ESTIMATE	A&K Earthmovers, Inc.		
Bid Proposal (Signed)	-	X		
Bid Schedule of Items & Prices	-	X		
Acknowledgement of Addenda (#1)	-	X		
Declaration of Non-Collusion	-	X		
Bid Bond	-	X		
Statement of Bidders Pre-Qualifications	-	X		
Subcontractors List	-	X		
Certification of Offerer/Bidder Regarding Tax	-	X		
Delinquency and Felony Convictions	-	X		
Buy American Certificate	-	X		
Trade Restriction Certification	-	X		
Mobilization Price Cap	-	X		
Plan Holder	-	X		
Bid Schedule A	\$468,817.00	\$606,000.00	\$0.00	
Bid Schedule B	\$431,024.00	\$634,000.00	\$0.00	
Bid Total	\$899,841.00	\$1,240,000.00	\$0.00	
Bidder Rank		1st		

BID SCHEDULE "A" RECONSTRUCT WEST TAXILANES
City of Fallon, Nevada
Fallon Municipal Airport
AIRPORT IMPROVEMENTS FY 2025
FAA AIP PROJECT NO. 3-32-0008-030-2025 ~ PWP# CH-2025-296

Item No.	Spec. No.	Description	Bid Quantity	Unit Measure	Engineer's Estimate		A&K Earthmovers, Inc.			
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	C-100-3.1	Contractor Quality Control Program (CQCP)	1	LS	\$13,000.00	\$13,000.00	\$23,000.00	\$23,000.00		\$0.00
2	C-102-5.1	Storm Water Pollution Prevention Plan and Control	1	LS	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00		\$0.00
3	C-105-3.1	Mobilization	1	LS	\$65,000.00	\$65,000.00	\$105,509.00	\$105,509.00		\$0.00
4	P-101-5.1	Asphalt Pavement Removal	3,139	SY	\$4.00	\$12,556.00	\$8.00	\$25,112.00		\$0.00
5	P-101-5.2	Pavement Saw Cutting	219	LF	\$5.00	\$1,095.00	\$8.00	\$1,752.00		\$0.00
6	P-101-5.3	Pavement Marking Removal	20	SF	\$11.00	\$220.00	\$50.00	\$1,000.00		\$0.00
7	P-103-4.1	Airport Safety and Security	1	LS	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00		\$0.00
8	P-152-4.1	Unclassified Excavation	1,579	CY	\$25.00	\$39,475.00	\$30.00	\$47,370.00		\$0.00
9	P-152-4.3	Unsuitable Overdepth Excavation	50	CY	\$130.00	\$6,500.00	\$150.00	\$7,500.00		\$0.00
10	P-154-5.1	Subbase Course	747	CY	\$105.00	\$78,435.00	\$125.00	\$93,375.00		\$0.00
11	P-156-8.1	Cement Treated Subgrade	3,139	SY	\$13.00	\$40,807.00	\$20.00	\$62,780.00		\$0.00
12	P-208-5.1	Aggregate Base Course	498	CY	\$155.00	\$77,190.00	\$170.00	\$84,660.00		\$0.00
13	P-401-8.1	Asphalt Surface Course	542	TON	\$225.00	\$121,950.00	\$250.00	\$135,500.00		\$0.00
14	P-620-5.1	Yellow Temporary Marking without Glass Beads	353	SF	\$5.00	\$1,765.00	\$5.00	\$1,765.00		\$0.00
15	P-620-5.2	Yellow Marking with Glass Beads	353	SF	\$8.00	\$2,824.00	\$9.00	\$3,177.00		\$0.00
BID SCHEDULE "A" TOTAL						\$468,817.00		\$606,000.00		\$0.00

BID SCHEDULE "B" RELOCATE TAXIWAY G
City of Fallon, Nevada
Fallon Municipal Airport
AIRPORT IMPROVEMENTS FY 2025
FAA AIP PROJECT NO. 3-32-0008-030-2025 ~ PWP# CH-2025-296

Item No.	Spec. No.	Description	Bid Quantity	Unit Measure	Engineer's Estimate		A&K Earthmovers, Inc.			
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	C-100-3.1	Contractor Quality Control Program (CQCP)	1	LS	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00		\$0.00
2	C-102-5.1	Storm Water Pollution Prevention Plan and Control	1	LS	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00		\$0.00
3	C-105-3.1	Mobilization	1	LS	\$60,000.00	\$60,000.00	\$102,457.00	\$102,457.00		\$0.00
4	P-101-5.1	Asphalt Pavement Removal	1,432	SY	\$4.00	\$5,728.00	\$18.00	\$25,776.00		\$0.00
5	P-101-5.2	Pavement Saw Cutting	722	LF	\$4.50	\$3,249.00	\$10.00	\$7,220.00		\$0.00
6	P-101-5.3	Pavement Marking Removal	530	SF	\$10.50	\$5,565.00	\$12.00	\$6,360.00		\$0.00
7	P-103-4.1	Airport Safety and Security	1	LS	\$3,000.00	\$3,000.00	\$12,500.00	\$12,500.00		\$0.00
8	P-152-4.1	Unclassified Excavation	390	CY	\$25.00	\$9,750.00	\$70.00	\$27,300.00		\$0.00
9	P-152-4.2	Unclassified Excavation Placed in Embankment	190	CY	\$50.00	\$9,500.00	\$85.00	\$16,150.00		\$0.00
10	P-152-4.3	Unsuitable Overdepth Excavation	50	CY	\$130.00	\$6,500.00	\$150.00	\$7,500.00		\$0.00
11	P-154-5.1	Subbase Course	355	CY	\$105.00	\$37,275.00	\$125.00	\$44,375.00		\$0.00
12	P-208-5.1	Aggregate Base Course	235	CY	\$155.00	\$36,425.00	\$180.00	\$42,300.00		\$0.00
13	P-208-5.2	Shoulder Aggregate Base Course	230	CY	\$155.00	\$35,650.00	\$180.00	\$41,400.00		\$0.00
14	P-401-8.1	Asphalt Surface Course	250	TON	\$225.00	\$56,250.00	\$300.00	\$75,000.00		\$0.00
15	P-620-5.1	Yellow Temporary Marking without Glass Beads	730	SF	\$5.00	\$3,650.00	\$7.00	\$5,110.00		\$0.00
16	P-620-5.2	Yellow Marking with Glass Beads	730	SF	\$8.00	\$5,840.00	\$10.00	\$7,300.00		\$0.00
17	D-701-5.1	18-Inch Corrugated Metal Pipe	100	LF	\$180.00	\$18,000.00	\$190.00	\$19,000.00		\$0.00
18	L-100-5.1	Electrical Demolition and Salvage	1	LS	\$4,000.00	\$4,000.00	\$15,500.00	\$15,500.00		\$0.00
19	L-108-5.1	1st	3,955	LF	\$4.00	\$15,820.00	\$5.00	\$19,775.00		\$0.00
20	L-108-5.2	No. 6 AWG, Soild, Bare Copper Counterpoise Wire	1,570	LF	\$4.00	\$6,280.00	\$2.50	\$3,925.00		\$0.00
21	L-108-5.3	(2) #1/0 AWG THWN and (1) #8 CU GND, installed	147	LF	\$11.00	\$1,617.00	\$16.00	\$2,352.00		\$0.00
22	L-110-5.1	Non-Encased, Electrical Conduit, 1-Way 2-Inch	1,450	LF	\$13.00	\$18,850.00	\$28.00	\$40,600.00		\$0.00
23	L-110-5.2	Concrete-Encased, Electrical Duct Bank, 2-Way 2-Inch	65	LF	\$100.00	\$6,500.00	\$100.00	\$6,500.00		\$0.00
24	L-110-5.3	Concrete-Encased, Electrical Duct Bank, 4-Way 2-Inch	65	LF	\$75.00	\$4,875.00	\$110.00	\$7,150.00		\$0.00
25	L-115-5.1	Electrical Handhole, Complete in Place	2	EA	\$2,400.00	\$4,800.00	\$3,000.00	\$6,000.00		\$0.00
26	L-125-5.1	Install New L-861T(L) LED Taxiway Edge Light on New L-867	3	EA	\$600.00	\$1,800.00	\$1,050.00	\$3,150.00		\$0.00
27	L-125-5.2	Relocate Existing Taxiway Edge Light on New L-867	18	EA	\$900.00	\$16,200.00	\$575.00	\$10,350.00		\$0.00
28	L-125-5.3	Relocate Existing Taxiway Guidance Sign on New L-867	2	EA	\$3,400.00	\$6,800.00	\$3,800.00	\$7,600.00		\$0.00
29	L-125-5.4	Install New L-867 Base, Complete in Place	21	EA	\$1,200.00	\$25,200.00	\$1,850.00	\$38,850.00		\$0.00
30	L-125-5.5	Install New L-867 Junction Can, Complete in Place	2	EA	\$700.00	\$1,400.00	\$2,500.00	\$5,000.00		\$0.00
BID SCHEDULE "B" TOTAL					\$431,024.00		\$634,000.00		\$0.00	



Plot Date: 4/9/2025 7:06 PM Plotted By: Dulio Delgado
Date Created: 4/9/2025 J:\B\COMP\CENTRAL CLIENTS\FALLON MUNICIPALITY PROJECTS\45-25-024_AIRP3D_FLY WEST TAXILANE CONSTRUCTION\DESIGN\45-25-024_G-002.DWG

SURVEY CONTROL				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
502	14851163.47	2575929.28	3964.88	CP MAG SHINER @ G
503	14851560.86	2576374.96	3962.38	CP RC IN DIRT
504	14851972.22	2576800.46	3961.51	CP MAG SHINER AC NE COR
507	14852232.72	2576633.85	3962.86	CP RC LUMOS CONTROL
698	14852216.71	2575881.06	3960.99	CP 60D NAIL

BASIS OF COORDINATES AND ELEVATIONS:

BASIS OF COORDINATES AND ELEVATIONS:
Nevada State Plane Coordinates, Central Zone
Horizontal Datum: NAD 1983 (2011) (Epoch:2010.0000)
Vertical Datum: NAVD 1988 (GEOID 12A)
Unit of measure: US Survey Feet

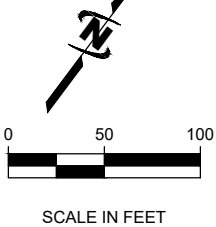
LEGEND

- BASE BID SCHEDULE "A"
- ADDITIVE OPTION SCHEDULE "B"
- RSA RUNWAY SAFETY AREA
- ROFA RUNWAY OBJECT FREE AREA
- ROFA TAXIWAY OBJECT FREE AREA
- RPZ RUNWAY PROTECTION ZONE
- EXISTING PERIMETER FENCE
- SURVEY CONTROL POINT



Know what's below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER UTILITIES



Item 5.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.

5190 Neil Road
Suite 500
Reno, NV 89502
Phone: 775.852.1440
www.jub.com

PROFESSIONAL ENGINEER

MICHAEL J. WILHELM

Exp: 6-30-26

CIVIL

No. 16371

4/4/2025

REUSE OF DRAWINGS

J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DESIGN. NO PART OF THIS DESIGN SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF J-U-B ENGINEERS, INC. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	REVISION	DESCRIPTION	BY	DATE

TAXILANE AND ENTRANCE ROAD
FALLON MUNICIPAL AIRPORT

TAXILANES GENERAL PLAN AND SURVEY CONTROL

FILE: 45-25-024_G-002

JUB PROJ. #: 45-22-052

DRAWN BY: ---

DESIGN BY: CH

CHECKED BY: ---

AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY

LAST UPDATED: 4/9/2025

SHEET NUMBER

G-010

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

BIDDER'S CHECKLIST

Bids will only be accepted from those registered planholders who have requested 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.
- ☒ 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.
- ☒ Mobilization Price Cap. Note that the contractor's bid price for mobilization shall not exceed **25%** of the total bid amount. 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 purchased 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
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

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 **Reconstruct West Taxilanes and Relocate Taxiway G** project 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
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

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: Reconstruct West Taxilanes and Relocate Taxiway G

CONTRACTOR NAME: A & K Earth Movers, Inc.

BASE BID SCHEDULE A – RECONSTRUCT WEST TAXILANES

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	C-100-3.1	Contractor Quality Control Program (CQCP)				
@	Twenty three thousand dollars and NO cents		1	LS	\$23,000.00	\$23,000.00
2.	C-102-5.1	Storm Water Pollution Prevention Plan (SWPPP) and Control Measures				
@	Five thousand five hundred dollars and NO cents		1	LS	\$5,500.00	\$5,500.00
3.	C-105-3.1	Mobilization				
@	One hundred five thousand, five hundred nine dollars and No cents		1	LS	\$105,509.00	\$105,509.00
4.	P-101-5.1	Asphalt Pavement Removal				
@	Eight dollars and NO cents per square yard		3,139	SY	\$8.00	\$25,112.00
5.	P-101-5.2	Pavement Saw Cutting				
@	Eight dollars and NO cents per linear foot		219	LF	\$8.00	\$1,752.00
6.	P-101-5.3	Pavement Marking Removal				
@	Fifty dollars and NO cents per square foot		20	SF	\$50.00	\$1,000.00
7.	P-103-4.1	Airport Safety and Security				
@	Eight thousand dollars and NO cents		1	LS	\$8,000.00	\$8,000.00
8.	P-152-4.1	Unclassified Excavation				
@	Thirty dollars and NO cents per cubic yard		1,579	CY	\$30.00	\$47,370.00
9.	P-152-4.3	Unsuitable Overdepth Excavation				
@	One hundred fifty dollars and NO cents per cubic yard		50	CY	\$150.00	\$7,500.00
10.	P-154-5.1	Subbase Course				
@	One hundred twenty five dollars and NO cents per cubic yard		747	CY	\$125.00	\$93,375.00
11.	P-156-8.1	Cement Treated Subgrade				
@	Twenty dollars and NO cents per square yard		3,139	SY	\$20.00	\$62,780.00
12.	P-208-5.1	Aggregate Base Course				
@	One hundred seventy dollars and NO cents per cubic yard		498	CY	\$170.00	\$84,660.00
13.	P-401-8.1	Asphalt Surface Course				
@	Two hundred fifty dollars and NO cents per ton		542	TON	\$250.00	\$135,500.00

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

BID PROPOSAL (CONTINUED)

Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
14.	P-620-5.1	Temporary Yellow Marking without Glass Beads				
	@	Five dollars and NO cents per square foot	353	SF	\$5.00	\$1,765.00
15.	P-620-5.2	Yellow Marking with Glass Beads				
	@	Nine dollars and NO cents per square foot	353	SF	\$9.00	\$3,177.00
TOTAL BASE BID SCHEDULE A						\$606,000.00

ADDITIVE OPTION BID SCHEDULE B – RELOCATE TAXIWAY G

Item No.	FAA Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
1.	C-100-3.1	Contractor Quality Control Program (CQCP)				
	@	Twenty thousand dollars and NO cents	1	LS	\$20,000.00	\$20,000.00
2.	C-102-5.1	Storm Water Pollution Prevention Plan (SWPPP) and Control Measures				
	@	Seven thousand five hundred dollars and NO cents	1	LS	\$7,500.00	\$7,500.00
3.	C-105-3.1	Mobilization				
	@	One hundred two thousand four hundred fifty seven thousand dollars and NO cents	1	LS	\$102,457.00	\$102,457.00
4.	P-101-5.1	Asphalt Pavement Removal				
	@	Eighteen dollars and NO cents per square yard	1,432	SY	\$18.00	\$25,776.00
5.	P-101-5.2	Pavement Saw Cutting				
	@	Ten dollars and NO cents per linear foot	722	LF	\$10.00	\$7,220.00
6.	P-101-5.3	Pavement Marking Removal				
	@	Twelve dollars and NO cents per square foot	530	SF	\$12.00	\$6,360.00
7.	P-103-4.1	Airport Safety and Security				
	@	Twelve thousand five hundred dollars and NO cents	1	LS	\$12,500.00	\$12,500.00
8.	P-152-4.1	Unclassified Excavation				
	@	Seventy dollars and NO cents per cubic yard	390	CY	\$70.00	\$27,300.00
9.	P-152-4.2	Unclassified Excavation Placed in Embankment				
	@	Eighty five dollars and NO cents per cubic yard	190	CY	\$85.00	\$16,150.00
10.	P-152-4.3	Unsuitable Overdepth Excavation				
	@	One hundred fifty dollars and NO cents per cubic yard	50	CY	\$150.00	\$7,500.00
11.	P-154-5.1	Subbase Course				
	@	One hundred twenty five dollars and NO cents per cubic yard	355	CY	\$125.00	\$44,375.00
12.	P-208-5.1	Aggregate Base Course				
	@	One hundred eighty dollars and NO cents per cubic yard	235	CY	\$180.00	\$42,300.00
13.	P-208-5.2	Shoulder Aggregate Base Course				
	@	One hundred eighty dollars and NO cents per cubic yard	230	CY	\$180.00	\$41,400.00

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

BID PROPOSAL (CONTINUED)

Item No.	FAA Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
14.	P-401-8.1	Asphalt Surface Course				
		@ Three hundred dollars and NO cents per ton	250	TON	\$300.00	\$75,000.00
15.	P-620-5.1	Temporary Yellow Marking without Glass Beads				
		@ Seven dollars and NO cents per square foot	730	SF	\$7.00	\$5,110.00
16.	P-620-5.2	Yellow Marking with Glass Beads				
		@ Ten dollars and NO cents per square foot	730	SF	\$10.00	\$7,300.00
17.	D-701-5.1	18-inch Corrugated Metal Pipe				
		@ One hundred ninety dollars and NO cents per linear foot	100	LF	\$190.00	\$19,000.00
18.	L-100-5.1	Electrical Demolition and Salvage				
		@ Fifteen thousand five hundred dollars and NO cents	1	LS	\$15,500.00	\$15,500.00
19.	L-108-5.1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Conduit or Duct Bank				
		@ Five dollars and NO cents per linear foot	3,955	LF	\$5.00	\$19,775.00
20.	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above Conduit or Duct Bank, Including Connections/Terminations				
		@ Two dollars and Fifty cents per linear foot	1,570	LF	\$2.50	\$3,925.00
21.	L-108-5.3	(2) #1/0 AWG THWN and (1) #8 CU GND, Installed in Conduit or Duct Bank				
		@ Sixteen dollars and NO cents per linear foot	147	LF	\$16.00	\$2,352.00
22.	L-110-5.1	Non-Encased, Electrical Conduit, 1-Way 2-Inch				
		@ Twenty eight dollars and NO cents per linear foot	1,450	LF	\$28.00	\$40,600.00
23.	L-110-5.2	Concrete-Encased, Electrical Duct Bank, 2-Way 2-Inch				
		@ One hundred dollars and NO cents per linear foot	65	LF	\$100.00	\$6,500.00
24.	L-110-5.3	Concrete-Encased, Electrical Duct Bank, 4-Way 2-Inch				
		@ One hundred ten dollars and NO cents per linear foot	65	LF	\$110.00	\$7,150.00
25.	L-115-5.1	Electrical Handhole, Complete in Place				
		@ Three thousand dollars and NO cents each	2	EA	\$3,000.00	\$6,000.00
26.	L-125-5.1	Install New L-861T(L) LED Taxiway Edge Light on New L-867 Base, including New Isolation Transformer				
		@ One thousand fifty dollars and NO cents each	3	EA	\$1,050.00	\$3,150.00
27.	L-125-5.2	Relocate Existing Taxiway Edge Light on New L-867 Base, including New Isolation Transformer				
		@ Five hundred seventy five dollars and NO cents each	18	EA	\$575.00	\$10,350.00
28.	L-125-5.3	Relocate Existing Taxiway Guidance Sign on New Base, including New Isolation Transformer				
		@ Three thousand eight hundred dollars and NO cents each	2	EA	\$3,800.00	\$7,600.00
29.	L-125-5.4	Install New L-867 Base, Complete in Place				
		@ One thousand eight hundred fifty dollars and NO cents each	21	EA	\$1,850.00	\$38,850.00

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxiways and Relocate Taxiway G
AIP # 3-32-0008-030-2025

BID PROPOSAL (CONTINUED)

Item No.	FAA Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
30.	L-125-5.5	Install New L-867 Junction Can, Complete in Place				
@ Two thousand five hundred dollars and NO cents each			2	EA	\$2,500.00	\$5,000.00
TOTAL ALTERNATE BID SCHEDULE B						\$634,000.00

TOTAL BASE BID SCHEDULE A: \$606,000.00

TOTAL ALTERNATE BID SCHEDULE B: \$634,000.00

BID TOTAL: \$1,240,000.00

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 Date: 4/22/2025

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:

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.

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

BID PROPOSAL (CONTINUED)

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 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

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

BID PROPOSAL (CONTINUED)


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) May 2, 2025

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
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

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 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 29th day of April, 2025.

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 **Reconstruct West Taxilanes and Relocate Taxiway G, AIP # 3-32-0008-030-2025**.

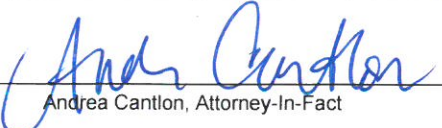
NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, 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


Andrea Cantlon, Attorney-In-Fact

Countersigned:

By:  Resident Agent
Andrea Cantlon

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 SIX
this power of attorney is not more than

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 OF
TERI WOOD	SHELLY DEMARAY	RENO, NEVADA
PATRICIA OWENS		\$100,000,000
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



Stephen C. Beraha
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 29th day of April

2025



Stephen C. Beraha
Assistant Secretary

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

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 licensed by the Nevada State Contractors' Board pursuant to Nevada Revised Statutes (NRS) Chapter 624 to perform the type of work required in the contract.

Nevada Contractors 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
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

- 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

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

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 Sparks NV this 30th day of April 2025.

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

By: [Signature] Tanner Hiatt

Title: Secretary

State of Nevada)
) ss.
County of Washoe)

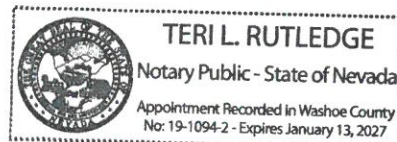
Tanner Hiatt being duly sworn deposes and says that he is Secretary of A & K Earth Movers, Inc. (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 30th day of April 2025.

(Notary Public) [Signature]

State of Nevada

My Commission Expires 1/13/2027





Joe Lombardo
Governor

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

Tracy Larkin Thomason, P.E.
Director

June 13, 2024

A & K Earth Movers
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: \$94,000,932.00
Maximum Bidding Range: Unlimited
Date of Expiration: 6/30/2025

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 2.

Sincerely,

Ricki Grundy

Ricki Grundy
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

PROJECT EXPERIENCE
Public Works

4/1/2025

YEAR COMPLETED	PROJECT NAME & DESCRIPTION	CONTRACT AMOUNT	OWNER NAME & ADDRESS
2024	62305 - Fallon Lagoon Expansion - Construct one lagoon cell lined with HDPE, rehab two lift stations, install liner at existing lagoon and install gravel drive surface on existing berms.	\$2,883,866.32	Fallon Paiute Shoshone Tribe 565 Rio Vista Drive Fallon, NV 89406 775-423-6075 John Shafer
2024	22303 - NDOT 3961 US 50 Allen Rd - Roadbed modification, coldmill, place plantmix bituminous surface with open grade.	\$17,729,707.29	NV Department of Transportation 1263 S. Stewart Street Carson City, NV 89712 775-888-7497 Sam Thompson
2024	82409 - CCHS Football Field Turf Install - Remove existing sod field, grade and prepare subgrade, furnish and install artificial field section with associate drainage facilities and small concrete improvements.	\$1,429,659.00	Churchill County School District 690 S. Maine Street Fallon, NV 89406 775-423-5184 Derild Parsons
2024	82406 - CCSO Maintenance Bus Yard - Remove and replace existing AC paving and valley gutter, new striping and wheel stops.	\$831,230.00	Churchill County School District 690 S. Maine Street Fallon, NV 89406 775-423-5184 Dustan Drinkut
2024	22308 - CCMS Track Paving - Removal of existing track features, agg base placement, asphalt paving of track surface, concrete improvements, drainage improvement and pavement markings.	\$667,049.22	Churchill County School District 690 S. Maine Street Fallon, NV 89106 775-423-5184 Derild Parsons
2023	NDOT 3956 US 95 Trinity - Cold mill, place plantmix bituminous surface with open grade, lighting improvements and deceleration lane.	\$16,180,664.64	NV Department of Transportation 1263 S. Stewart Street Carson City, NV 89712 775-888-7497 Sam Thompson
2023	22225 - Consolidated Roadway Rehab - Roadway reconstruction at various locations, various concrete improvements of sidewalk, curb & gutter, driveway of approach improvements, storm drain improvements and ADA compliant ramps.	\$3,982,810.29	City of Fallon 55 West Williams Avenue Fallon, NV 89406 775-423-8816 Brian Byrd
2023	42304 - Oats Park Splash Pad - Demo and removals, ADA concrete walkway improvements around exterior of splash pad, concrete stairs and handrails, fencing, CMU block walls, turf, pavilions, storm drain improvements, etc.	\$1,431,194.05	City of Fallon 55 West Williams Avenue Fallon, NV 89406 775-423-8816 Brian Byrd
2023	52301 - NDOT 3952 Mt. Rose - Construct median islands, turn lane, lighting improvements, and shared use path with hydraulic improvements.	\$4,095,449.18	NV Department of Transportation 1263 S. Stewart Street Carson City, NV 89712 775-888-7497 Ryan Hornback
2023	42222 - Stead Organizational Parking Lots - Construct an AC paved vehicle parking lot with lighting and an adjacent gravel topped parking lot.	\$2,038,717.57	NV State Public Works Division 515 E. Musser Street, Suite 102 Carson City, NV 89701 775-684-4141 Markus McEntee

PROJECT EXPERIENCE
Public Works

2023	31923 - S7-3 Lateral Project - Construct two new lined canal segments to connect existing concrete lined S7-3 lateral to S7-3-3 sub-lateral and an outlet structure returning unused S7-3 water to R-Line Canal	\$1,268,652.75	Fallon Paiute Shoshone Tribe 565 Rio Vista Drive Fallon, NV 89406 775-423-6075 John Shafer
2023	52220 - NDOT 3934 SR361 Overlay - 2" Overlay with areas of patching	\$5,197,590.44	NV Department of Transportation 1263 S. Stewart Street Carson City, NV 89712 775-888-7497 Wes Osmer
2023	22206 - NDOT 3901 Sunset Springs - Install a signal system at new intersection	\$2,131,182.87	NV Department of Transportation 1263 S. Stewart Street Carson City, NV 89712 775-888-7497 Ryan Hornback
2023	52211 - Green Valley Park - Remove and replace PCC sidewalk, chain link fence and catch basins, construct mob curb, bathroom pad phase, adding handrails and install shade structures.	\$737,515.01	City of Fernley 595 Silver Lace Blvd. Fernley, NV 89408 775-784-9800 Derek Starkey
2023	22008 - Cyan Park Phase II - Construct new park. New asphalt concrete parking area, concrete sidewalks, water, electric and irrigation utilities, signage, playground, basketball, pickleball and tennis courts, etc.	\$3,726,085.79	City of Reno One East First Street Reno, NV 89501 775-334-4636 Sean Rahe
2023	42123 - NV Skies Youth Center - Renovate parking lot to address drainage issues, property fence realignment, new outdoor recreation fields and amenities.	\$1,371,805.72	Ntl. Native American Construction 3901 N. Schreiber Way Coeur d'Alene, ID 83815 208-635-5400 Josh Walker
2022	22028 - Civic Center Improvements - Import and place structural fill and agg base, asphalt paving, concrete improvements, drainage infrastructure, water and sewer improvements, striping and fencing	\$2,892,124.19	Churchill County 155 N. Taylor Street, Suite 153 Fallon, NV 89406 775-423-2266 Christian Spross
2022	32102 - Civic Center Concrete Improvements -	\$2,892,124.19	Churchill County 155 N. Taylor Street, Suite 153 Fallon, NV 89406 775-423-2266 Christian Spross
2022	32108 - Rodgers Canal Flume Repair - Removal of corrugated metal pipe, placement of steel pipe, remove and replace concrete inlet and outlet structures, install expansion joints	\$654,026.00	Pershing County Water District 20 McDougal Industrial Complex Lovelock, NV 89419 775-273-2293 Ryan Collins

PROJECT EXPERIENCE

Public Works

2022	22104 - PCSD Capital Improvements - Pavement maintenance and improvement projects at all Pershing County Schools	\$1,284,000.00	Pershing County School District P.O. Box 389 Lovelock, NV 89419 775-273-7819 Russell Fecht
2021	22114 - EWWTP Potable Water Line - Install AWWA C900 water line, 2" water service, 1" water service, gate valves and fire hydrants	\$810,413.00	City of Fernley 595 Silver Lace Blvd. Fernley, NV 89408 775-784-9800 Derek Starkey
2021	42030 - Northridge Drive Reconstruction - Removal/replacement of existing asphalt surface and ped ramps and medians, construction of sidewalk, storm drain improvements, striping	\$791,906.96	Carson City 201 North Carson Street, Suite 2 Carson City, NV 89701 775-283-7362 Darren Schulz
2021	22019 - Downtown Streetscape Phase 4 - Remove/replace concrete improvements, bituminous plantmix pavement, sanitary sewer and storm drain manholes, storm drain pipe and sewer lateral connections	\$1,944,851.31	City of Fallon 55 West Williams Avenue Fallon, NV 89406 775-423-8816 Brian Byrd
2021	22024 - Front Street Reconstruction - Remove/replace concrete, landscaping, bituminous plantmix, sanitary sewer and storm drain structures and pipelines	\$2,311,278.63	City of Fallon 55 West Williams Avenue Fallon, NV 89406 775-423-8816 Brian Byrd
2021	42027 - NDOT 3847 Fernley MUP - Construct multi use path	\$1,034,986.56	NV Department of Transportation 1263 S. Stewart Street Carson City, NV 89712 775-888-7497 Sam Thompson
2021	62005 - Airport Road Reconstruction - Replace existing sewer main and sewer laterals, water main and laterals, construct Airport Rd. between Highway 50 and Minonee Lane	\$2,050,564.15	Carson City 201 North Carson Street, Suite 2 Carson City, NV 89701 775-283-7362 Darren Schulz
2021	62006 - I580 Multi Use Path - Construct approx. 4k feet multi use path, asphalt concrete, including CIP concrete barrier rail, drainage systems, concrete, fencing, signage and erosion control	\$923,396.50	Carson City 201 North Carson Street, Suite 2 Carson City, NV 89701 775-283-7362 Jeff Freeman
2021	42004 - NDOT 3809 Sheckler - ADA Improvements to include pedestrian ramps, sidewalks, detectable warnings and driveway approaches	\$978,045.29	NV Department of Transportation 1263 S. Stewart Street Carson City, NV 89712 775-888-7497 Sam Thompson
2020	21929 - Manhole Rehab Phase II - Rehab and replacement of existing sewer manholes with polymer concrete inserts and barrel sections, coating of manhole benches, excavation and backfill, etc.	\$1,142,038.77	City of Fallon 55 West Williams Avenue Fallon, NV 89406 775-423-8816 Brian Byrd

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

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 portion of 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.

<div style="text-align: right;">Lic. # 0024548</div> A & K Earth Movers, Inc.	All scope of work not performed by Subcontractors	82%
Prime Contractor	Portion of Work	% of Total Bid
<div style="text-align: right;">Lic. # 0036228</div> Pavement Recycling Systems, Inc.	Milling & Cement Treatment	3.9%
Subcontractor	Portion of Work	% of Total Bid
Titan Electrical, Lic. # 69814	Electrical work	10.8%
Subcontractor	Portion of Work	% of Total Bid
Mapca	Survey & Staking	2.2%
Subcontractor	Portion of Work	% of Total Bid
<div style="text-align: right;">Lic. #0023657</div> Intermountain Slurry Seal Inc.	Striping	1.4%
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid
Subcontractor	Portion of Work	% of Total Bid

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxiways and Relocate Taxiway G
AIP # 3-32-0008-030-2025

**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 (☒) 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 (☒) 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

Type text here

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

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
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

- 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.

5/2/2025

Date

Signature

A & K Earth Movers, Inc.

Company Name

Secretary

Title

CITY OF FALLON, NEVADA
FALLON MUNICIPAL AIRPORT
Reconstruct West Taxilanes and Relocate Taxiway G
AIP # 3-32-0008-030-2025

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 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.

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

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

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

A & K EARTH MOVERS INC

Licensed since April 08, 1987

License No. **0024548**


Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

KELLY HIATT, President, QI
KEVIN ATKINS, Secretary
MISTY THIBODAUX, Treasurer
JERRY GIOVANETTI, QI
TANNER HIATT, QI

A General Engineering

LIMIT: Unlimited
EXPIRES: 04/30/2026


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

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

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

LIC. NO.
0024548

EXPIRES:
04/30/2026

LIMIT: Unlimited
Class: A

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
8400 West Sunset Road, Suite 150, Las Vegas, Nevada 89113

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

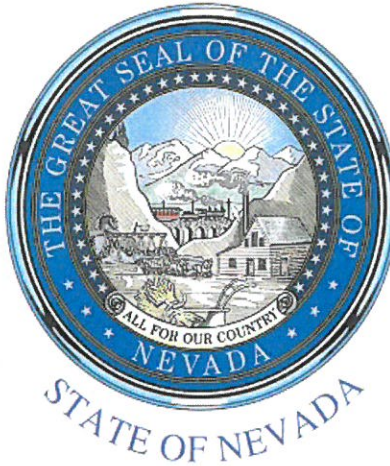
Firm Name _____

License No. _____

Date: _____ By: _____

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

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

A & K EARTH MOVERS INC.

Nevada Business Identification # NV19651001305

Expiration Date: 09/30/2025

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: B202409174967413

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 09/17/2024.

A handwritten signature in black ink, reading "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State



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.



4.8.2025

SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE
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.

THIS LICENSE IS NOT TRANSFERABLE

CITY OF FALLON

55 W. Williams Avenue

Fallon, NV 89406

ACCOUNT NO: 1010001

LICENSE NO.: 52266

DATE ISSUED: 12/09/2024

BUSINESS LICENSE

The below named person or firm is hereby granted a license to do business as stated below in Fallon, NV subject to the provisions of Chapter 5.04 of the Fallon Municipal Code and is hereby licensed to conduct that business at the address shown for the period

NAME: A & K EARTHMOVERS, INC.

TO: A & K EARTHMOVERS, INC.

PO BOX 1059

FALLON NV 89407-1059

LICENSE PERIOD: 01/01/2025 through 12/31/2025

BUSINESS LOCATION: 515 WINDMILL DRIVE
FALLON NV 89406

Ken Telford

MAYOR

Christine

CITY CLERK



Records Retention Policy Impacts Old SAM
Registration Data
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May 21, 2025



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Mar 8, 2025



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[<](#) **Exclusions**



Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

Entity Information

A & K EARTH MOVERS INC

Active Registration

Unique Entity ID

DN1LSNWJSNV1

CAGE/NCAGE

1U407

Expiration Date

Oct 18, 2025

Physical Address

**515 Windmill DR
Fallon, Nevada
89406-5501, United
States**

Version

Mailing Address

**P.O. Box 1059
Fallon, Nevada
89407-1059, United
States**

Purpose of Registration

All Awards



Review

[Debt Subject to Offset](#)

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.



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CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: May 27, 2025
 AGENDA DATE: June 3, 2025
 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 Reconstruct West Portion Taxilanes and Relocate Taxiway G Project in an amount not-to-exceed Two Hundred One Thousand Five Hundred and Thirty-Seven Dollars (\$201,537), of which the FAA share would be 95% or One Hundred Ninety-One Thousand Four Hundred and Sixty Dollars and Fifteen Cents (\$191,460.15) and the City's share would be 5% or Ten Thousand Seventy-Six Dollars and Eighty-Five Cents (\$10,076.85). **(For possible action)**

TYPE OF ACTION REQUESTED:

Resolution	Ordinance
(X) Formal Action/Motion	Other

POSSIBLE COUNCIL ACTION: Motion to approve a professional services contract with J-U-B Engineers, Inc. for construction services for the Reconstruct West Portion Taxilanes and Relocate Taxiway G Project in an amount not-to-exceed Two Hundred One Thousand Five Hundred and Thirty-Seven Dollars (\$201,537), of which the FAA share would be 95% or One Hundred Ninety-One Thousand Four Hundred and Sixty Dollars and Fifteen Cents (\$191,460.15) and the City's share would be 5% or Ten Thousand Seventy-Six Dollars and Eighty-Five Cents (\$10,076.85). **(For possible action)**

DISCUSSION: The City has been approved for an FAA grant to complete the West Portion Taxilanes and Relocate Taxiway G project at the Fallon Municipal Airport. This project was previously designed by J-U-B Engineers, Inc. Sealed bids for FY 2025 Airport Improvements to the Fallon Municipal Airport were received and opened at 10:00 a.m., Friday, May 2, 2025. Based on available funding, it is anticipated that both Base Bid Schedule A – Reconstruct West Portion of Taxilanes and Additive Option Schedule B – Relocate Taxiway G will be awarded.

FISCAL IMPACT: \$201,537 Design Contract

FUNDING SOURCE: \$10,076.85 City of Fallon Airport Fund and \$191,460.15 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)
Reconstruct West Portion Taxilanes and Relocate Taxiway G, A.I.P. 3-32-0008-030-2025 (Tentative)
Fallon Municipal Airport, Nevada

THIS AGREEMENT is effective as of the _____ day of _____, 2025 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 3-32-0008-030-2025 (Tentative), which includes Project Formulation, Construction and Project Closeout Engineering Services for the following Items: Reconstruct West Portion of Taxilanes and Relocate Taxiway G; 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. J-U-B 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.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B 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 CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such 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, J-U-B 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 USC § 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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 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 USC § 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 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 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 USC § 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;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26) J-U-B 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 J-U-B 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 Sponsor 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 subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Sponsor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A. Termination of DBE Subcontracts (49 CFR § 26.53(f));

J-U-B will not terminate a contracted DBE subcontractor without prior written consent of the Sponsor. This includes, but is not limited to, instances in which J-U-B 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 Sponsor may provide such written consent only if they agree, for reasons stated in the concurrence document, that the J-U-B 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, J-U-B must give notice in writing to the DBE subcontractor, with a copy to the Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

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

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 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, , sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information
- (4) will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) J-U-B will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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.

5.16 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.

5.17 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

5.18 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.

5.19 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).

5.20 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)]

5.21 PROHIBITION OF SEGREGATED FACILITIES

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

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



Entity Validation

Feb 4, 2025

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Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

Entity Reporting

J-U-B ENGINEERS INC

Active Registration

Entity Information

Unique Entity ID

CAGE/NCAGE

WU2TGK7D3J49 0KJY0

Expiration Date

Nov 18, 2025

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.



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

Attachment 1A – Detailed Scope of Work

PROJECT NAME: Reconstruct West Portion Taxiways & Relocate Taxiway G (Construction)

AIRPORT NAME: Fallon Municipal Airport

CLIENT: City of Fallon, Nevada

A.I.P. NUMBER: 3-32-0008-030-2025 (Tentative)

J-U-B PROJECT NUMBER: 45-25-024

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 3-32-0008-030-2025 includes the Project Formulation, Construction and Project Closeout Engineering Services for the following Items:

- Reconstruct west portion of Taxiways running parallel to the main apron and connecting to apron
- Removal of existing Taxiway G and construction of relocated Taxiway G approximately 500 feet to the northeast.
- Note: this project was designed under a previous project.
- Note: this project was bid under a previous project but was not funded for construction; no bidding services are included in this Scope of Work.

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 a FAA Grant Application for Federal Assistance 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 FAA Sponsor Certifications. 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 six (6) 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. Subtask 020: 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. Subconsultant will provide benchmarks and horizontal control points for the contractor's use. Prior to start of construction, Subconsultant 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 34 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 Subtask 8 in this section. The Project Manager will visit the site once a week (7 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 four (4) 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. A Quality Control (QC)/ Quality Assurance (QA) Workshop is required by the project specifications and shall be conducted by the Project Manager and attended by the Resident Project Representative 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 including cost analysis. 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 four phases. With the completion of each phase a substantial completion and punch list will be performed. Therefore, four 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. Conduct as-built AGIS survey for Taxiway G. Survey acquisition will be performed for this project in accordance with AC 150/5300-16A, 17C, 18B. Tasks for this element are based on the Table 2.1 column Construction (Landside) from AC 150/5300-18B. The Airport will provide site information and access to the site. All survey data shall be tied to the National Spatial Reference System (NSRS) and projected to NAD 1983(2011) Nevada West State Plane Coordinate System (2703) horizontal datum and the NAVD 1988 vertical datum. Survey notes and records will be prepared in accordance with industry standards of practice. J-U-B will coordinate with the airport and abide by appropriate procedures to gain access to privately owned lands. The general scope of the AGIS work will include the following:
 - a. J-U-B will assist the airport sponsor in establishing a new airport survey project on the Airport Data and Information Portal (ADIP) website at <https://adip.faa.gov>.
 - b. J-U-B will prepare and submit a Statement of Work (SOW) for the survey project to the AGIS website prior to commencement of fieldwork.
 - c. J-U-B will develop and submit a Survey and Quality Control Plan (SQCP) to the ADIP website for the project.
 - d. J-U-B will meet with field crews, engineers, and airport staff to conduct airport interviews and prepare documentation of survey conditions and procedures in accordance with AC 150/5300-18B.

- e. J-U-B will observe existing geodetic control according to guidelines established in AC 150/5300-16A. Establish a tie to the NSRS by verifying the existing Primary and Secondary Airport Controls stations, if available, in accordance with AC 150/5300-18B section 2.6.10.1.1.
 - f. J-U-B will document features requiring appropriate photos, and preparing required sketches. Processing collected data and preparing for upload to ADIP website.
 - g. J-U-B will process all surveyed and mapped features and obstructions to be delivered in the Airport GIS geodatabase schema and then upload survey data to the ADIP website to include matrix items listed in AC 150/5300-18B, Table 2-1 Construction (Landside) column.
 - h. J-U-B will develop and provide the Final Survey Report with appropriate documentation to the ADIP project website for the airport survey project.
19. 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.

C. Subtask 030: Project Closeout Phase

1. Prepare the final project report and close-out documents 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. Report Disadvantaged Business Enterprise (DBE) project participation to FAA dbE-Connect including all calculations and background information for review and approval.
4. 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.
5. 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 6.

PROJECT TITLE: FY 2025 Fallon Municipal Airport Project AIP 3-32-008-030-2025 (Construct West Portion Taxilanes)
CLIENT: City of Fallon, Nevada
JOB NUMBER: 45-22-050
DATE: March 11, 2025

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

TASK NO	PROJECT TASK	GIS											TOTAL HRS	TASK DIRECT COSTS	
		Principal \$248.00	Senior Engineer \$234.00	Project Manager \$191.00	Project Engineer \$157.00	Construct Observer \$150.00	Project Designer \$123.00	Analyst Senior \$163.00	GIS Analyst \$111.00	Survey PLS \$187.00	Survey Tech \$134.00	Admin. \$76.00			Trips
010. Project Formulation Phase															
1	Project Scope Development & Formulation	1	2	0	0	0	0	0	0	0	0	0	3	\$716.00	
2	Prepare Cost Proposal	1	2	0	0	0	0	0	0	0	0	0	3	\$716.00	
3	Assist with Record of Negotiations	0	4	2	0	0	0	0	0	0	0	0	6	\$1,318.00	
4	Prepare Professional Service Agreement	1	2	0	0	0	0	0	0	0	0	0	3	\$716.00	
5	Prepare FAA Grant Application	0	2	6	0	0	0	0	0	0	0	0	8	\$1,614.00	
6	Prepare FAA Sponsor Certifications	0	2	4	0	0	0	0	0	0	0	0	6	\$1,232.00	
7	Prepare FAA Quarterly Reports	0	8	0	0	0	0	0	0	0	0	0	8	\$1,872.00	
8	Attend City Council Meeting	0	16	0	0	0	0	0	0	0	0	0	4	16	\$3,744.00
9	Prepare Request for Reimbursements	0	4	0	0	0	0	0	0	0	0	0	4	\$936.00	
xxx. Bidding Phase															
1	Administer Bidding Process												0	\$0.00	
2	Provide Pre-Bid Conference												0	\$0.00	
3	Prepare Bid Addendums												0	\$0.00	
4	Respond to Bidders Questions												0	\$0.00	
5	Conduct Bid Opening												0	\$0.00	
6	Prepare Bid Tabulations												0	\$0.00	
7	Prepare Bid & Cost Analysis												0	\$0.00	
020. Construction Phase															
1	Prepare Construction Award Documents	0	0	2	4	0	0	0	0	0	0	0	6	\$1,010.00	
2	Coordinate with FAA & Client on Award	0	0	2	2	0	0	0	0	0	0	0	4	\$696.00	
3	Conduct Pre-Construction Conference	0	6	0	0	6	0	0	0	0	0	0	1	12	\$2,304.00
4	Review & Coordinate Contractor Schedule	0	2	0	0	2	0	0	0	0	0	0	4	\$768.00	
5	Review Shop Drawings & Submittals	0	0	0	16	0	0	0	0	0	0	0	16	\$2,512.00	
6	Provide Survey Control Check	0	8	0	0	0	0	0	0	8	8	0	1	24	\$4,440.00
7	Prepare Construction Management Plan	0	0	2	8	6	0	0	0	0	0	0	16	\$2,538.00	
8	Provide Project Representative (34 Working Days)	0	0	39	0	442	0	0	0	0	0	0	37	481	\$73,749.00
9	Conduct Weekly Construction Meeting (7)	0	0	49	0	0	0	0	0	0	0	0	7	49	\$9,359.00
10	Provide Office Administration Support	0	0	8	0	0	0	0	0	0	0	16	24	\$2,744.00	
11	Review Contractor's Pay Request	0	0	5	0	10	0	0	0	0	0	0	15	\$2,455.00	
12	Monitor & Coordinate QC & QA Testing	0	0	4	4	8	0	0	0	0	0	0	16	\$2,592.00	
13	Conduct QC/QA Workshop	0	0	4	0	4	0	0	0	0	0	0	8	\$1,364.00	
14	Review Contractor Wage & EEO Docs	0	0	0	8	0	0	0	0	0	0	8	16	\$1,864.00	
15	Coordinate Construction with FAA & Client	0	0	6	0	6	0	0	0	0	0	0	12	\$2,046.00	
16	Prepare Construction Change Orders	0	2	2	8	0	0	0	0	0	0	0	12	\$2,106.00	
17	Conduct Final & Substantial Completion	0	8	0	0	4	0	0	0	0	0	0	2	12	\$2,472.00
18	Conduct As-Built AGIS Survey	0	0	0	0	0	0	30	0	76	46	0	0	152	\$25,266.00
19	Prepare Record Drawings	0	2	0	8	4	0	0	0	0	0	0	14	\$2,324.00	

ATTACHMENT 1B- Fee Breakdown

Item 6.

PROJECT TITLE:	FY 2025 Fallon Municipal Airport Project AIP 3-32-008-030-2025 (Construct West Portion Taxilanes)										
CLIENT:	City of Fallon, Nevada										
JOB NUMBER:	45-22-050										
DATE:	March 11, 2025										
J-U-B Engineers, Inc. Fee Estimate (Construction Phase)											

TASK NO	PROJECT TASK	GIS											Trips	TOTAL HRS	TASK DIRECT COSTS
		Principal	Senior Engineer	Project Manager	Project Engineer	Construct Observer	Project Designer	Analyst Senior	GIS Analyst	Survey PLS	Survey Tech	Admin.			
		\$248.00	\$234.00	\$191.00	\$157.00	\$150.00	\$123.00	\$163.00	\$111.00	\$187.00	\$134.00	\$76.00			
030. Project Close Out Phase															
1	Prepare Final Report	0	0	4	16	16	0	0	0	0	0	8	44	\$6,284.00	
2	Update ALP Drawing	0	0	1	2	4	0	0	0	0	0	0	7	\$1,105.00	
3	DBE Annual Reporting	0	2	2	4	0	0	0	0	0	0	2	10	\$1,630.00	
4	Assist with Independent Audit	0	0	0	4	0	0	0	0	0	0	0	4	\$628.00	
5	Assist with 5-year CIP	0	1	2	0	0	0	0	0	0	0	0	3	\$616.00	
Sub -Total		3	73	144	84	512	0	30	0	84	54	34	52	1018	\$165,736.00

ATTACHMENT 1B- Fee Breakdown

Item 6.

PROJECT TITLE: FY 2025 Fallon Municipal Airport Project AIP 3-32-008-030-2025 (Construct West Portion Taxilanes)
CLIENT: City of Fallon, Nevada
JOB NUMBER: 45-22-050
DATE: March 11, 2025

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

TASK NO	PROJECT TASK	Principal	Senior	Project	Project	Construct	Project	GIS	GIS	Survey	Survey	Admin.	Trips	TOTAL	TASK
		\$248.00	\$234.00	\$191.00	\$157.00	\$150.00	\$123.00	\$163.00	\$111.00	PLS	\$187.00	\$134.00	\$76.00	HRS	COSTS
LABOR:															
	Labor + Direct Overhead Subtotal	3	73	144	84	512	0	30	0	84	54	34	52	1018	\$165,736.00
	Fixed Fee											15.0%			\$24,860.40
	Total Labor + Overhead + Fixed Fee														\$190,596.40
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		52			140		1.0						\$5,096.00
	Mileage (AGIS)	\$0.700		1			1260		1.0						\$882.00
	Per Diem (AGIS)	\$68.00			2				1.0						\$136.00
	Lodging (AGIS)	\$200.00			2				1.0						\$400.00
	GPS Survey Unit	\$52.12				18			1.0						\$938.16
	Printing	\$703.44							1.0						\$703.44
SUBCONSULTANTS:															
1	Asphalt QA Testing						\$2,785		1.0						\$2,785.00
2							\$0		1.0						\$0.00
3							\$0		1.0						\$0.00
	Subtotal - Labor + Overhead + Fixed Fee														\$190,596.40
	Subtotal - Expenses														\$8,155.60
	Subtotal - Subconsultants														\$2,785.00
	Total - Project Construction Fees														\$201,537.00



**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, Nevada

Project:

Reconstruct West Portion Taxiways and Relocate
Taxiway G

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:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Yes

<input type="checkbox"/> 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. |
| <input checked="" type="checkbox"/> Yes

<input type="checkbox"/> 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
☐ No
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.
- ☒ Yes
☐ No
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.
- ☒ Yes
☐ No
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.
- ☒ Yes
☐ No
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.
- ☒ Yes
☐ No
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.
- ☒ Yes
☐ No
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.

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:

- | | | |
|---|----|---|
| <input type="checkbox"/> Yes | 1. | <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| <input checked="" type="checkbox"/> No | | |
| | | |
| <input type="checkbox"/> Yes | 2. | <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| <input checked="" type="checkbox"/> No | | |
| | | |
| <input type="checkbox"/> 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. |
| <input checked="" type="checkbox"/> No | | |
| | | |
| <input type="checkbox"/> Yes | 4. | <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| <input checked="" type="checkbox"/> No | | |
| | | |
| <input checked="" type="checkbox"/> 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. |
| <input type="checkbox"/> No | | |
| | | |
| <input checked="" type="checkbox"/> 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. |
| <input type="checkbox"/> No | | |
| | | |
| <input checked="" type="checkbox"/> 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. |
| <input type="checkbox"/> No | | |
| | | |
| <input checked="" type="checkbox"/> 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. |
| <input type="checkbox"/> No | | |
| | | |
| <input checked="" type="checkbox"/> 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. |
| <input type="checkbox"/> 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: May 27, 2025
 AGENDA DATE: June 3, 2025
 TO: The Honorable City Council
 FROM:
 AGENDA ITEM TITLE: Consideration and possible action to approve the Cooperative Agreement between the City of Fallon and the State of Nevada acting by and through the Department of Transportation for the Highway 50 Signalization Project where the City will be responsible for a five percent (5%) match of Federal funds in an amount not to exceed eighty-five thousand fifty-three dollars (\$85,053); and for other matters properly related thereto. **(For possible action)**

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Other – Discussion Only |

RECOMMENDED COUNCIL ACTION: Motion to approve the Cooperative Agreement between the City of Fallon and the State of Nevada acting by and through the Department of Transportation for the Highway 50 Signalization Project where the City will be responsible for a five percent (5%) match of Federal funds in an amount not to exceed eighty-five thousand fifty-three dollars (\$85,053); and for other matters properly related thereto.

DISCUSSION:

The City of Fallon was awarded \$1,616,000 in the 2021-2022 Congressionally Directed Spending (CDS) cycle for the Nevada Department of Transportation (NDOT) Highway 50 (Williams Avenue) Project. Pursuant to the agreement, the City of Fallon will be responsible for a five percent (5%) match of the Federal funds in an amount not to exceed eighty-five thousand fifty-three dollars (\$85,053) with Congressionally Delegated funding covering the remaining ninety-five percent (95%) or one million six hundred sixteen thousand dollars (\$1,616,000).

The Highway 50 Signalization Project will consist of, among other things, the installation of a four-way fully signalized intersection, installing sidewalks, curb and gutter, driveways, bike lanes, roadway improvements, and lighting at the intersection of Williams Avenue and Sherman Street. The

attached agreement becomes effective once approved by official action of the governing body of each party.

FISCAL IMPACT: \$85,053

FUNDING SOURCE: General Fund

PREPARED BY: Brian Byrd

Highway Agreement _____

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
Highway 50 (Williams Avenue) Project

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and City of Fallon, 55 West Williams Ave, Fallon, NV 89406 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, the CITY is willing to agree to design, advertise, award, and manage construction of new traffic signals and ADA pushbuttons as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Congress for Federal Congressionally Designated Spending (Earmark/DEMO) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Unique Entity Identifier (UEI) VRSWHCKWFLJ5 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.
2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal Congressionally Designated Spending (Earmark/DEMO) funds for the PROJECT in a maximum amount of One Million Six Hundred Sixteen Thousand and No/100 Dollars (\$1,616,000.00).
4. To establish a Project Identification Number to track all PROJECT costs.

5. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

6. To review and comment on the CITY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

7. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable to the DEPARTMENT.

8. To invoke the DEPARTMENT's authority under NRS 408.210(4) to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.

9. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect such utility relocations.

10. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.

11. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.

12. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.

13. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules, and regulations.

14. To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.

15. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

16. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

17. To authorize the CITY to proceed with the advertisement and award of the contract

and construction of the PROJECT, once the final design (including plans, specifications, and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

18. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

19. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representatives to monitor the CITY's compliance with applicable Federal and State requirements.

20. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

21. To review the CITY's as-built plans and to attend the CITY final inspection of the PROJECT.

22. To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs, based on supporting documentation, minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf>.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) coordinate utility relocations; and (e) the advertisement, award, and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including, but not limited to, those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with DEPARTMENT standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To provide the preliminary engineering at no cost to the project.

3. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities, if necessary, or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT, or the CITY.

4. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including, but not limited to, NAC Chapter 408 and 23 CFR Part 645.

5. To ensure that any utility relocations are performed in compliance with ADA requirements.

6. To invite the DEPARTMENT to PROJECT meetings, including, but not limited to, field reviews, right-of-way settings, review meetings, and the pre-construction conference.

7. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

8. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to requesting the obligation of the federal funds for construction.

9. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT, so long as the terms and conditions are consistent with the terms and conditions contained herein, and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, those in this Agreement shall take precedence.

10. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

11. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the CITY; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The CITY shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

12. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

13. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.

14. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual, and regulatory requirements, including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

15. To submit to the DEPARTMENT for review and approval any addenda, supplementals, and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

16. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

17. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

18. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT demonstrating their compliance with 49 CFR Part 26, along with any supporting documentation required to clarify the DBE information, for review and conformation by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

19. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including, but not limited to, 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

20. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

21. To monitor compliance with subcontracting, prompt payments, and DBE requirements using B2GNow for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through B2GNow.

22. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements, and any future Federal reporting requirements, and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

23. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT

with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase, including the final invoice, shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

24. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Eighty-Five Thousand Fifty-Three and No/100 Dollars (\$85,053.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

25. To accept maintenance responsibilities for the improvements consisting of traffic signals and ADA pushbuttons constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.

26. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2031, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The CITY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of

the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Construction Engineering Costs:	\$ 7,806.00
CITY Construction Engineering Costs:	\$ 132,000.00
Construction Costs:	<u>\$ 1,561,247.00</u>

Total Estimated PROJECT Costs: \$ 1,701,053.00

Available Funding Sources:

Federal Earmark/DEMO Funds (NV102):	\$ 1,616,000.00
CITY Match Funds:	\$ 85,053.00

Total PROJECT Funding: \$ 1,701,053.00

6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The CITY is responsible for any costs incurred on the PROJECT after the "project end date." The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for construction engineering and construction costs. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time such amendment is written.

10. The CITY's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY and any PROJECT costs incurred by the DEPARTMENT.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Tracy Larkin Thomason, P.E., Director
Attn: Jake Kelgard, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7595
Fax: (775) 888-7401
Email: jkelgard@dot.nv.gov

FOR CITY:

Brian Byrd
Public Works Director
City of Fallon
55 West Williams Avenue
Fallon, NV 89406
Phone: (775) 217-5990
Email: bbyrd@fallonnevada.gov

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness, or intentional misconduct

of its own officers and employees.

16. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

18. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

19. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

20. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race,

color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA), or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Pursuant to all applicable laws, including, but not limited to, the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

26. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

27. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

28. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

29. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law.

30. All references herein to federal and state code, law, statutes, regulations, and circulars are to them, as amended.

31. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

32. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

33. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by

facsimile as if the original had been received.

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

CITY OF FALLON

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Ken Tedford
Mayor

On behalf of Director

Approved as to Form:

Approved as to Legality & Form:

Trent deBraga
City Attorney

Deputy Attorney General

DRAFT

Attachment A

SCOPE OF WORK
CITY OF FALLON
US50 AT SHERMAN ST SIGNAL IMPROVEMENTS

This project consists of the installation of a new traffic signal at the intersection of US50 and Sherman St. The location of the project is depicted in the image below.





CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: May 27, 2025
 AGENDA DATE: June 3, 2025
 TO: The Honorable City Council
 FROM: Brian Byrd
 AGENDA ITEM TITLE: Consideration and possible approval of a professional services contract with J-U-B Engineers, Inc. for engineering design and bidding support services for the US 50 Signalization Project in an amount not-to-exceed One Hundred Eleven Thousand Two Hundred Forty-Two Dollars (\$111,242). **(For possible action)**

TYPE OF ACTION REQUESTED:

Resolution	Ordinance
(X) Formal Action/Motion	Other

POSSIBLE COUNCIL ACTION: Motion to approve a professional services contract with J-U-B Engineers, Inc. for engineering design and bidding support services for the US 50 Signalization Project in an amount not-to-exceed One Hundred Eleven Thousand Two Hundred Forty-Two Dollars (\$111,242). **(For possible action)**

DISCUSSION: The approval of a contract with JUB Engineers, Inc. would allow for traffic signal design and bidding support services for the US 50 Signalization Project. A new traffic signal at the intersection of Williams Avenue and Sherman Street is intended to improve traffic flow during peak hours and enhance pedestrian safety. The project includes upgrades to sidewalk ramps, the installation of accessible pedestrian signals, and improved intersection lighting. These changes aim to increase safety and efficiency for both vehicles and pedestrians while making the area more accessible to all users. Additionally, pedestrians will benefit from improved sidewalk access, including the installation of ramps, crosswalks and controlled pedestrian signals.

City staff recommends approval of a Professional Services Contract with J-U-B Engineers, Inc.

FISCAL IMPACT: \$111,242 Design Contract

FUNDING SOURCE: General Fund

PREPARED BY: Brian Byrd, Director of Public Works

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

THE LANGDON
GROUPGATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

May 13, 2025

Via email: bbyrd@fallonnevada.gov

Brian Byrd, P.E.
Project Manager
City of Fallon
Engineering and Public Works
55 West Williams Avenue
Fallon, NV 89406

Re: Request for Proposal for US-50 and Sherman Street Signalized Intersection Civil Design and Bidding Support, City of Fallon, Nevada

Dear Mr. Byrd:

J-U-B ENGINEERS, Inc. (J-U-B) is pleased to submit this Proposal to provide Civil Engineering services for traffic signal design and bidding support services for the US-50/Sherman Street Signal Project, located in the City of Fallon at the intersection of US-50 and Sherman Street.

The Scope of Services outlined on the following pages is based on the information provided during recent emails and phone calls and the understanding of your needs.

Civil and Survey

Task 1: Team Meetings & Coordination

\$27,340.00

During design, J-U-B's project manager and other design staff will be available to meet in person or by video conference call and coordinate with City of Fallon management and staff, utility agencies, and other stakeholders, as needed. J-U-B will be available for coordination regarding the signal design, potential site constraints/workarounds, files exchange, and other coordination efforts. In addition, this allows J-U-B to manage the projects status, budget, and schedule. J-U-B anticipates bi-weekly Project Manager meetings for a three (3) month period.

Task 2: Project Design – 50%, 100% and Bid Set

\$61,076.00

J-U-B will develop preliminary 50%, 100% and Bid Set plans in conformance with City of Fallon and NDOT Silver Book requirements, the plans will show the general intent and traffic signal improvements based on recommendations. It is assumed that designs for major utility relocations or improvements, if needed or requested as part of this project, will be provided by others or under a separate contract (water, gas, communications, electrical, storm drain manholes and/or mainlines).

The plan package will consist of the following:

- A. Cover and General Notes Sheets with Vicinity Map, Sheet Index, Plan Specifications (General) and NDOT specifications (as-needed), Legend, and Abbreviations
- B. Plan and Profile Sheets

Sheets showing the horizontal and vertical characteristics for the project. The plan views will show existing surface features and existing utilities. The plan will show any needed grading modifications based on the limits of signal pole installation. If potential conflicts arise, or "vulnerable" utilities are within excavation limits (eg. aging transite water mains), offsets, relocations, or replacements will be shown or called-out for further design recommendations and/or coordinated with the owner agency prior to finalizing design. Designs for third party utilities will not be developed as part of this scope.

C. Details

J-U-B will provide details of traffic signal improvements (ped buttons, signal heads, detection cameras, streetlights, etc.).

J-U-B will review the 50% and 100% plans with the City of Fallon and incorporate comments and revisions to produce a final Bid Set of plans for use as Bid documents. We will also provide a 50% and final 100% Opinion of Probable Construction Cost ("Engineer's Estimate") with each submittal. It is assumed that front-end project specifications will be provided by the City of Fallon, and the Standard Specifications for Road and Bridge Construction (NDOT "Silver Book") will be utilized for project technical specifications with minor modifications, as needed, to fit the work. The Silver Book will be referenced for inclusion in the contract documents. Additional specifications are not included in this scope of work.

Task 3: Issue for Bid Plans and Bid Support

\$10,672.00

J-U-B will provide support for the bidding process. J-U-B shall issue bid documents to prospective bidders and attend a pre-bid meeting. Other assistance includes issuing addenda and conformed drawings as appropriate. Electronic drawing files of the conformed bid documents can be made available upon request to the successful bidder. J-U-B shall not prepare front-end bid documents or contracts between the client and contractor/builder.

Task 4: Project Closeout

\$2,104.00

J-U-B will provide project close out support including providing a set of As-Builts based on red-line edits from the Contractor. Final project archiving and financial closeout will be provided to City of Fallon.

Task 5: Design Contingency

\$10,000.00

Should additional design effort be required, the City of Fallon may direct J-U-B to perform additional tasks not identified in Tasks 1-4 above. Work under this Task will be billed on a Time and Materials standpoint up to the dollar amount stated.

SCHEDULE

We will work with the City of Fallon to develop a final schedule that is acceptable to all parties. The general goal of the project is to begin designing May 2025 and begin advertising in Q3 of 2025. This schedule can be adjusted, as needed, to best suit the needs of the City of Fallon with respect to the desired date of substantial completion of construction.

ITEMS PROVIDED BY CLIENT OR OTHERS

THE
LANGDON
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MAPPING
INC.

J-U-B FAMILY OF COMPANIES

It is assumed that Client will provide the following items:

- 1) All fees payable to government entities and utility purveyors/agencies, unless otherwise stated in the Scope of Services.

ADDITIONAL SERVICES

Any items requested not specifically outlined in the above scope will be considered additional services and will be provided as requested and authorized by the Client. J-U-B can provide the following services, however; they are not included in the limited scope of this agreement:

- 1) Significant revisions to Plans and/or desired Scope to Reduce Cost after 50% or 100% Design submittals.
- 2) Geotechnical investigation for soil conditions or pavement structural section.
- 3) Construction inspection, administration and support services.
- 4) Construction survey staking.

FEE AND BILLING

J-U-B proposes to perform the services in Tasks 1 – 4 of the Scope of Services on a Lump Sum basis, with reimbursable expenses charged on a Time and Materials Basis (T&M) as follows:

Civil and Survey

Task 1	Team Meetings & Coordination	\$27,340.00
Task 2	Project Design – 50% and 100%	\$61,076.00
Task 3	Issue for Bid Plans and Bid Support	\$10,672.00
Task 4	Project Close Out	\$ 2,104.00
Task 5	Design Contingency	\$10,000.00
	Reimbursable Fees (T&M, not-to-exceed)	\$ 150.00
	Grand Total Services	\$111,242.00

Direct reimbursable expenses such as express delivery services, fees, plotting and other direct expenses will be billed at cost. All permitting, application and similar project fees will be paid directly by the Client, unless otherwise stated in the Scope of Services.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

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MAPPING
INC.

J-U-B FAMILY OF COMPANIES

CLOSURE

Fees stated in this Agreement are valid for ninety (90) days after the date of this letter.

We look forward to working with the City of Fallon on this important infrastructure project. Please do not hesitate to contact us if you have questions.

Sincerely,

J-U-B ENGINEERS, Inc.

A handwritten signature in blue ink, reading "Vijay Kornala".

Vijay Kornala, P.E.
Regional Lead

J-U-B ENGINEERS, Inc.

A handwritten signature in blue ink, reading "Garth Oksol".

Garth Oksol, P.E.
Project Manager



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: May 27, 2025
 AGENDA DATE: June 3, 2025
 TO: The Honorable City Council
 FROM: Brian Byrd
 AGENDA ITEM TITLE: Consideration and possible approval of a professional services contract with Lumos & Associates, Inc. for engineering design and bidding support services for the Kaiser Street Roadway Reconstruction Project in an amount not-to-exceed Four Hundred Two Thousand Nine Hundred Ninety-Five Dollars (\$402,995). **(For possible action)**

TYPE OF ACTION REQUESTED:

Resolution	Ordinance
(X) Formal Action/Motion	Other

POSSIBLE COUNCIL ACTION: Motion to approve a professional services contract with Lumos & Associates, Inc. for engineering design and bidding support services for the Kaiser Street Roadway Reconstruction Project in an amount not-to-exceed Four Hundred Two Thousand Nine Hundred Ninety-Five Dollars (\$402,995). **(For possible action)**

DISCUSSION: The approval of a contract with Lumos & Associates, Inc. would allow for design and bidding support services associated with the Kaiser Street Roadway reconstruction. The City of Fallon has identified approximately 2,650 linear feet of Kaiser Street that needs rehabilitation. This includes installing new sidewalk, new curb and gutter, updated driveway and approach improvements, ADA compliant pedestrian ramps at the affected intersections, electrical improvements, improved drainage and updated signage.

During the 2023 Community Development Black Grant cycle, the Governor's Office of Economic Development awarded the City of Fallon \$171,000 of funding for the design of the Kaiser Street Roadway Reconstruction project. On July 5, 2025 the City released a Request for Statement of Qualifications for engineering firms interested in participating in the project. Two Statement of Qualifications were received and scored by the evaluation committee. Upon review of the scoring criteria, Lumos and Associates ranked the highest and is being recommended as the engineer of record for this project.

In addition to CDBG funding, The City of Fallon was awarded \$4,900,000 in the 2023-2024 Congressionally Directed Spending cycle for the full reconstruction of Kaiser Street. Approval of the design contract with Lumos & Associates would allow for portions of that money to be utilized during the design phase of this project.

City staff recommends approval of a Professional Services Contract with Lumos and Associates, Inc.

FISCAL IMPACT: \$171,000 CDBG - \$231,995 CDS

FUNDING SOURCE: CDBG and CDS

PREPARED BY: Brian Byrd, Director of Public Works

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



Boise • Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno

Lumos

Fallon
275 West Williams Avenue
Fallon, NV 89406
775.423.6188

January 30, 2025

Mr. Derek Zimney, P.E.
City Engineer – City of Fallon
55 W. Williams Ave
Fallon, NV 89406

LA24.A59

Subject: Revised Proposal for Civil Design Services – City of Fallon CDBG Design Project – Kaiser Street Rehabilitation Project

Dear Derek:

Thank you for giving Lumos & Associates, Inc. ("Lumos") the opportunity to provide you with this revised proposal for engineering design services for the City of Fallon Kaiser Street Rehabilitation Project in Fallon, NV.

Project Understanding

The City of Fallon has identified that Kaiser Street needs rehabilitation and/or reconstruction. This may include various maintenance techniques up to and including complete reconstruction of the paved roadway. The project limits include Kaiser Street from Allen Road to Whitaker Lane including the returns for connecting cross streets at intersections and commercial approaches.

The Scope of Services for this project will include the following tasks: The City of Fallon has identified approximately 2,650 linear feet of Kaiser Street that needs rehabilitation. This includes installing new sidewalk, replacing existing sidewalk, curb and gutter, residential and commercial driveway or approach improvements, ADA compliant pedestrian ramps at the affected intersections, new catch basins where needed, water main improvements, sewer main and manhole improvements, striping, signage and electrical improvements. An optional task to this proposal includes the surface improvements of Dalton Street (assuming a new waterline is installed), and the widening of Whitaker. The Scope of Work for this project includes: topographic surveying and Right-of-Way engineering, geotechnical investigation, agency coordination (City of Fallon, Southwest Gas, Great Basin Gas, CC Communications, Charter, AT&T, NV Energy, Churchill County), water modeling, and preparation of construction documents, and bid services. This scope is further defined below:

Project Scope

Task 1 – Project Management

Management of the overall project will include scheduling of Lumos staff resources, City of Fallon design review meetings, quality assurance reviews, and invoicing. The project manager will schedule and facilitate a project kickoff meeting. Meetings to review the preliminary design, as well as 60% and 100% design review are anticipated. Detailed monthly invoices will be prepared to document all work performed and status reports will be provided to the City of Fallon upon request. This task also includes monthly update meetings with City of Fallon staff if needed.

Task 2 – Topographic Survey

Lumos will prepare a project base map created using a combination of aerial photogrammetry and ground collected survey field shots. The photogrammetry can be collected by either an unmanned aerial vehicle (UAV) or traditional fixed wing aircraft.

The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=20' with a 1' contour interval accuracy and ground sampling distance of 0.25' per pixel. Isolated field shots will be obtained at critical locations such as edge of roadway, curb and flowline elevations, surface evidence of utilities, storm drain features (with inverts), and obscured areas to be combined with the aerial imagery to supplement the base map. A digital terrain model, topographic base map, and color orthophoto will be generated using the combination of ground and aerial collected data.

Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the base map. The vertical datum for the project will be reference to NAVD88.

The area to be mapped for Kaiser Street will be a ±80' wide corridor from the centerline of Allen Road to the centerline of Whitaker Lane, including ±100' into cross streets Industrial Way and Dalton Street.

The area to be mapped for Kaiser Street will be a ±80' wide corridor from the centerline of Allen Road to the centerline of Whitaker Lane, Whitaker Road from the southerly side of Kaiser Street to the approximate centerline of Williams Avenue, Dalton Street from ±100' south of Kaiser Street to the approximate centerline of Williams Avenue and ±100' southerly into Industrial Way.

Task 3 – Right-of-Way Engineering

Lumos will perform field surveying measurements to determine the location of monuments and evidence that affect the right-of-ways for the roadways within the subject project site. Measurements will be compared to dimensions of record documents including but not limited to; vesting deeds of adjoining properties, record mapping, right of way dedications and mapping.

3.1 - Preliminary Title Reports

It is estimated that a total of up to (10) parcels may be impacted by the proposed improvements. These improvements may require Temporary Construction Easements (TCEs) and/or Permanent Easements (PEs) for construction of pedestrian path sidewalks, ramp improvements, driveway approaches, or roadway realignment. Lumos will obtain up to ten (10) preliminary title reports including exceptions and updates. Lumos will review the assessor parcel map, address, and owner information within the title reports and verify the document links within the title report are correct and functioning. Lumos will coordinate necessary revisions to the preliminary title reports with the title company. Lumos will deliver the electronic preliminary title reports to the City. Lumos assumes one update to each of the (10) title reports may be required for the duration of the project. Lumos will coordinate the updates with the title company and deliver the updated title reports to the City.

3.2 - Boundary Survey and Legal Descriptions

Lumos will review title reports for up to ten (10) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. Lumos will utilize County records to obtain deeds and other record data for the parcels to be surveyed. Lumos will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject subdivisions and parcels.

Lumos will then perform field boundary surveys of the subject parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments, including centerline, will be located as required to resolve the legal boundaries of the subject parcels.

Lumos will utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map for the subject parcels. The digital base map will depict parcel boundaries, easement boundaries, street Right-of-Ways and found boundary monuments.

Lumos will utilize the boundary base map to prepare up to 10 legal descriptions and exhibit figures for the Temporary Construction Easement (TCEs) and/or Permanent Easements (PEs).

A Record of Survey will be prepared and filed with the County Recorder in accordance with Nevada Revised Statutes 625.340 through 625.380 and the Nevada Administrative Code 625.651 through 625.740 to depict the Boundary Survey results and Easement locations.

Right-of-Way appraisal, property owner negotiations, escrow coordination and title clearance are not included within this task.

3.3 - Permission to Construct Agreement Exhibits

Lumos will prepare Permission to Construct ("PTC") exhibits for up to 28 parcels. This excludes any legal descriptions relating to the PTC's. PTC's are assumed to be completed for any parcel whose driveway access fronts the affected roadway or whose property would be affected by temporary grading/construction operations for proposed improvements.

Task 4 – Investigation of Existing Conditions

Kaiser Street from Allen Road to Whitaker Lane shall be the limits associated with Work under Task 4.

4.1 - Concrete Condition Survey

Lumos will evaluate curb and gutter, sidewalk, and driveway approaches based upon City criteria. Lumos shall also evaluate existing pedestrian ramps for compliance with current ADA standards. Lumos shall also evaluate the pedestrian access routes including existing pedestrian ramps, sidewalks, and driveway aprons within the project limits for compliance with current ADA standards and potential safety issues, such as sight distance and/or visibility, based upon City criteria.

Lumos will provide a recommendation on concrete replacement based upon condition and compliance standards to the City for consideration.

4.2 - Pavement Structural Investigation

For the current Geotechnical scope of work, we propose a field investigation that will consist of test pit explorations at approximately four (4) locations along the proposed project. Exploration depth will range from five (5) to ten (10) feet below ground surface, or practical refusal, whichever comes first. We understand Lumos and Associates, Inc. will complete the USA Dig clearance and will provide the excavation/backfill/hot mix patching services, and the traffic control. Encroachment permit application for the geotechnical investigation is assumed to be completed and submitted by Lumos as required.

Lumos and Associates, Inc. herein proposes to provide sampling of each exploration, classify the encountered soils in accordance with the Unified Soil Classification System (USCS), and conduct laboratory testing on the samples collected. Additionally, we propose to perform engineering analysis and calculations and develop a Geotechnical Investigation Report that will discuss the geologic setting, exploration and site condition, field and laboratory test data, and our conclusions and recommendations from a Geotechnical perspective. Our Geotechnical Evaluation will specifically include the following services:

Field Investigation will include:

- USA Dig Clearance
- Location of Exploration Test Pits
- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if encountered

Laboratory analysis may include:

- Atterberg Limits
- Moisture Density Curve
- Grain Size Analysis (including fines content)
- R-Value
- Expansion Index
- Sulfate Content, pH Value, Resistivity
- Cement Treatment Soil Mix Design

Report, Recommendations, and Conclusions

- Exploration Logs
- Soil Types and Classification
- Site Geology
- Laboratory Test Results
- Geotechnical Discussion
- Grading Recommendations
- Existing Pavement Section Analysis
- Two Roadway Reconstruction Recommendations
- Trench Backfill Recommendations
- Asphalt Concrete Recommendations
- Portland Cement Concrete Recommendations
- Construction Procedures
- Groundwater Level, if encountered

4.3 - Utility Coordination

Based on a USA Dig Inquiry, Lumos will obtain a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. Lumos will issue the initial notification to the utility agencies on the list and coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

Utility coordination meetings will be held with the City and affected utility companies. Lumos will coordinate the meetings with the City, prepare and distribute meeting agendas, and provide and distribute meeting summaries following the meeting. It is assumed two (2) utility coordination meetings will be held.

Lumos will distribute design review submittals (60% and 100%) to utility agencies for review and comment. Lumos will incorporate comments received from Utility Agencies, as appropriate.

4.4 - Utility Pothole Exploration

For the current utility locating scope of work, we propose a field investigation that will consist of test pit explorations along the proposed project. Exploration depth will extend to the depth of utilities specified for location (approximately five (5) feet below ground surface, or less). We understand Lumos and Associates, Inc. will complete the USA Dig clearance and will provide the excavation/backfill/cold asphalt mix patching services, and the traffic control. Encroachment permit application for the geotechnical investigation is assumed to be completed and submitted by Lumos as required.

Lumos and Associates, Inc. herein proposes to provide classify the encountered soils in accordance with the Unified Soil Classification System (USCS) and record the depth of the utility below the ground surface. Additionally, we propose to develop a summarizing report that will describe the existing soil and utility conditions and the findings of our utility investigation.

Field Investigation will include:

- USA Dig Clearance
- Location of Utility Potholing Test Pits
- Logging of all Soil Profiles Based on USCS
- Determination of Utility Depths Below Ground Surface

Report will include:

- Exploration Logs
- Soil Types and Classification
- Utility Type & Material
- Depth of Utility Below Ground Surface

4.5 - Sanitary Sewer System Evaluation

Lumos will conduct a condition assessment of the existing sanitary sewer lines and sanitary sewer manholes (SSMH) and provide recommendations for improvements of sanitary sewer facilities within the limits of the Project. Lumos will hire a sub-consultant to perform CCTV of the existing sewer mains and perform a site inspection of the manhole facilities. Lumos will provide a summary letter report

which includes; pipeline observations, manhole observations, recommendations, CCTV review summary, a vicinity map displaying recommended improvements, and manhole inspection sheets and photos. Lumos will also dip the sewer manholes and record the depth to the connected pipes and provide to the City. Design of any sewer system improvements is excluded from this scope.

Due to the unknown level of work in evaluating the existing infrastructure might entail, a budgetary estimate has been included in the fees table for the scope above.

Task 5 – Preliminary Design

30% Improvement plans submittal:

Lumos shall prepare a preliminary layout for the final geometrics of Kaiser Street and the adjacent roadways for use by the client and to serve as the basis of the final design. The preliminary layout will take into consideration the ADA requirements, utility and drainage issues. Preliminary improvement plans and an engineer's estimate of probable construction costs will be provided at a 30% level, including any proposed utility improvements. The intent of this task is to determine the project improvement limits. No vertical design or grading details will be provided as a part of the Preliminary Design.

60% Improvement plans submittal:

Lumos will submit 60% design plans, to the City of Fallon, and utility companies for review. At a minimum, the 60% design plans will include the following: title sheet, preliminary note sheets, overall site and control plan, existing parcel base with owner names, addresses and rights-of-way, removal plan, surface improvement plan, preliminary grading plan, plan and profile sheets with existing and proposed utilities and preliminary detail sheets. An updated engineer's estimate of probable construction costs will also be included.

The 60% design plans will address all comments generated from the preliminary design plan review and include a draft copy of the contract documents and technical specifications.

The contract documents and technical specifications will reference the latest edition of Standard Specifications for Public Works Constructions (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The City of Fallon will electronically provide Lumos the boilerplate of the contract documents and technical specifications in MS Word format.

Review Meetings:

At 60% project milestones, Lumos will conduct one (1) meeting with the City of Fallon to review the design and discuss design comments. Lumos understands that additional meetings may be required to discuss review comments and design issues.

Task 6 – Construction Documents (Optional)

Lumos shall prepare Final Construction Plans and Technical Specifications suitable for construction bid advertisement for the approved project in accordance with the City of Fallon standards and requirements.

The final construction plans will be on 22"x 34" size sheets (half size 11"x17"). The plans will show all elements of project construction including but not limited to reconstruction plan and profile view,

subsurface plan and profiles for utility improvements, right-of-way lines, property owners name, property APN and site address, and any other details necessary for construction.

100% Improvement plan and Specification Submittal:

100% construction documents shall be distributed to the City of Fallon for final comment. The 100% improvement plans and specifications will address all comments generated from the 60% improvement plan and specification review.

The 100% plans shall show all elements of project construction.

- Title Sheet – including vicinity map, approval signatures blocks & Sheet Index
- Notes, Symbol Legend & applicable abbreviations
- Overall Site and Control Plan
- Existing parcel base with owner names, addresses and rights-of-way
- Utility Plans
- Detailed Grading Plans
- Surface Improvement Plans
- Striping and Signage Plan
- Plan and Profile Sheets (Horizontal 1"=20' and Vertical 1"=4')
- Typical Sections (scales as noted)
- Standard Detail Sheets (scales as noted)

The 100% contract documents shall include all bid items, alternative options and technical provisions required for the project. A Final Engineer's Estimate of Probable Construction Cost will be prepared for the project based on final designs and any alternative options. The cost options shall be in the same format as the bid proposal form included in the contract documents. An estimate of the time necessary to complete construction will be provided by Lumos.

Lumos will coordinate with all applicable utilities to finalize submittal requirements for the applicable utility relocations if required.

Review Meetings:

At 100% project milestones, Lumos will conduct one (1) meeting with the City of Fallon to review the design and discuss design comments. Lumos understands that additional meetings may be required to discuss review comments and design issues.

Final Bid Documents:

Final review comments will be incorporated into the plans and specifications. Lumos will submit final construction documents suitable for bid advertisement in accordance with the City of Fallon standards and requirements.

The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge. Lumos will prepare final PDF's of the signed and sealed plans and deliver plans electronically to the City of Fallon. Signed and sealed Construction Documents shall be delivered to the City of Fallon electronically in MS Word and PDF format. The Regional Transportation Commission will upload to the CITY's E-Plan Room.

Task 7 – Dalton Street Waterline Rehab and Surface Repair (Optional)

Should the waterline in Dalton need to be upsized, it is anticipated to completely rehabilitate Dalton Street asphalt. This will include surface improvement plans, an analysis for on-street parking at the car lot, and a NDOT Encroachment Permit.

Surface Improvement Plans:

Lumos will submit design plans in conjunction with the Kaiser Street plans, to the City of Fallon, and utility companies for review. This optional task will be submitted at 30%, 60%, and 100% Plans. At a minimum, the design plans will include the following: title sheet, note sheets, overall site and control plan, existing parcel base with owner names, addresses and rights-of-way, removal plan, surface improvement plan, grading plan, plan and profile sheets with existing and proposed utilities and detail sheets. An updated engineer's estimate of probable construction costs will also be included.

The contract documents and technical specifications will reference the latest edition of Standard Specifications for Public Works Constructions (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The City of Fallon will electronically provide Lumos the boilerplate of the contract documents and technical specifications in MS Word format.

NDOT Encroachment Permit:

Lumos will prepare civil construction drawings for submittal to NDOT for Occupancy Permit of a single approach and related improvements within NDOT Right-of-Way. These drawings will only depict the work within NDOT ROW and color coded to NDOT standards. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale. The improvement plans for this project will include the following: title sheet, demolition plans (if required), site plans, grading plans and detail sheets. Agency comments will be addressed under the Contingency Task on a time and materials basis due to the challenges in foreseeing the comments that may come from NDOT review. This task does not include acceleration or deceleration lanes. If NDOT requires any such facilities, an addendum to this proposal will be provided.

Under this task, Lumos will prepare and submit the necessary applications, supplemental documents and plan sets to NDOT. This task also includes all necessary coordination and communications with NDOT and others as it relates to this project and all response letters to agency comments during the permitting process. Due to challenges in foreseeing the extent of agency permitting, this task will be billed on a Time and Materials (T&M) basis with an estimated budget amount shown in the fee schedule. This budgetary amount will not be exceeded without prior written authorization from the Client.

Task 8 – Widening of Whitaker Lane (Optional)

It is understood that the City has a verbal agreement with Fallon Ford-Toyota to widen Whitaker Lane. This would require the Right-of-Way to be increased and a loss of land for the used car lot. This task will include surface improvement plans, drainage plans, and a NDOT Encroachment Permit associated with the widening. The widening may impact traffic signals, should a sub-

consultant be needed for traffic signal design, these fees will be accounted for in the contingency task.

Surface Improvement Plans:

Lumos will submit design plans in conjunction with the Kaiser Street plans, to the City of Fallon, and utility companies for review. This optional task will be submitted at 30%, 60%, and 100% Plans. At a minimum, the design plans will include the following: title sheet, note sheets, overall site and control plan, existing parcel base with owner names, addresses and rights-of-way, removal plan, surface improvement plan, grading plan, plan and profile sheets with existing and proposed utilities and detail sheets. An updated engineer's estimate of probable construction costs will also be included.

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Task 9 – Water Model Analysis Report for Pipe Sizing

Under this task a small sub-model of the project area will be created based on the existing water model created by Lumos. The sub-model would be built based on input from the City on existing pressures, flows, demands, and peaking factors and used to determine the required waterline sizing in Dalton and Kaiser.

Under this task Lumos will perform an abbreviated hydraulic water modeling analysis of the project area to assess the impacts of the proposed improvements as compared to assumed existing

conditions and to confirm compliance with NAC 445A for system hydraulics and pressures at the required demand scenarios and fire flow conditions. A water model report summarizing the results of the analysis will be prepared for submittal to NDEP BSDW in accordance with NAC445A.66695. Deliverables will include two (2) wet-stamped hard copies of the report for submittal to NDEP BSDW and an electronic copy in PDF format.

Task 10 – NDEP Permitting (Optional)

It is anticipated that NDEP will require a water model report for the project for permitting purposes. This task includes the development of a water model report based on the water model that Lumos has already created. NDEP coordination, application preparation, and processing of requested revisions of the civil improvement plans will be completed under this task. NDEP application and supporting documents will be submitted to the City for them to submit.

Task 11 – Electrical Design

Lighting Study

Lumos' sub-consultant will conduct a lighting study for the new intersection lighting as needed. The lighting study does not include an analysis of the existing lighting locations; however, the existing fixtures will be considered during our study. The study will include photometric calculations and a suggested/proposed layout for new street lighting to meet the standards as necessary.

Existing lighting is located at Whitaker and at Industrial, although industrial does not have much light at the intersection. The intersections at Allen and Dalton do not have lighting so new lighting will be considered for these locations. We are anticipating 3 new streetlights with a possible modification to the existing fixture on Whitaker.

Electrical Design

Electrical design will include any required new street lighting; relocating, and/or removing the existing street lighting; irrigation control power; miscellaneous electrical connections (if any); electrical service points for lighting and signalized intersections; and coordination with City of Fallon for any electrical utility relocations and any new service requirements. Lumos' sub-consultant will provide electrical load and voltage drop calculations. The electrical design will include all necessary power locations, conduit, wiring, boxes, electrical requirements for the lighting system and power distribution services for all the items listed above. Deliverables include 60%, 100% and Final Construction Documents/Permit Drawings, specifications, and calculations.

The electrical design scope of work will include drawings and specifications for new street lighting; relocating and/or removing existing street lighting; miscellaneous electrical connections (if any); electrical service points for lighting and coordination with the local utility for any electrical utility requirements.

Additionally, there are 7 power poles that will need to be evaluated for a possible relocation and/or relocating existing overhead lines to underground. This will include electrical and communication distribution lines as well as branch feeds to individual services. The "S" Curve is intended to be softened and will impact the current locations. Our scope would include the underground infrastructure (trenching, conduit, boxes, pads, etc.); modifications to the buildings to convert from overhead feed to underground; and coordination with the various utilities for conduit sizes,

quantities, box requirements, etc. Our design would exclude utilities cabling and conductors as these will need to be designed, provided, and installed by the utilities.

During the 60% phase, options will be reviewed for both relocation and/or underground/removal of services. Options will be presented with associated construction costs for the owner to select. Our 100% and final design will include the requirements to relocate and/or underground/remove these poles based on owner direction and associated coordination with local utilities.

The electrical design will include all necessary power locations, conduit, wiring (excluding utility wiring and cable), boxes, electrical requirements for the lighting system and power distribution service

Task 12 – Bidding Services

Lumos will be available during the bidding process to answer technical questions and respond to questions raised by bidders during the bidding period. In addition, all questions and responses will be documented and provided to the City of Fallon.

Pre-bid Meeting. Lumos will attend the pre-bid meeting. Lumos will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the City of Fallon. Lumos will prepare and provide a PDF summary of the pre-bid meeting, as directed by the City of Fallon.

Lumos will attend the bid opening and compile a bid tab to assist the City of Fallon in evaluating the bids.

Task 13 – Project Contingency

The Project Contingency is specifically for additional out-of-scope tasks and time extensions, as may be required, which are unidentifiable at this time. This work shall be added at the sole discretion of the City of Fallon, for fees negotiated on a case-by-case basis. This contingency task is anticipated to cover any sub consultants for signaling needs for the widening of Whitaker. Work will be performed on a time and materials basis in accordance with Lumos' fee schedule. A standard fee schedule is incorporated into this proposal.

Assumptions / Exceptions

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

- This scope does not include preparation of a drainage report.
- It is assumed that the amount of impervious area will remain the same. Therefore, storm water detention/retention may not be necessary.
- Dry Utility improvements (except electrical improvements noted) are not included in the scope of this proposal.
- Landscape design is not included in this proposal.
- Construction Services are not included in this proposal.
- Traffic Signal design will utilize the design contingency task should those improvements be required.
- This scope does not include any soil and/or groundwater contamination evaluations.
- It is assumed that all permit fees will be waived or paid by the City of Fallon (NDEP) as a reimbursable.

Fees

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

Task	Description	Fee
Task 1	Project Management	\$12,080
Task 2	Topographic Survey	\$21,300
Task 3.1	Preliminary Title Reports	\$19,000
Task 3.2	Boundary Survey and Legal Descriptions	\$59,800
Task 3.3	Permission to Construct Exhibits	\$5,430
Task 4.1	Concrete Condition Survey	\$4,420
Task 4.2	Pavement Structural Investigation	\$25,000
Task 4.3	Utility Coordination	\$3,280
Task 4.4	Utility Pothole Exploration	\$10,725
Task 4.5	Sanitary Sewer System Evaluation	\$11,160
Task 5	Preliminary Design	
	30% Improvement Plans	\$19,520
	60% Improvement Plans	\$35,640
Task 6	Construction Documents (Optional)	\$42,200
Task 7	Dalton Street Rehabilitation (Optional)	\$22,000
Task 8	Widening of Whitaker (Optional)	\$18,000
Task 9	Water Modeling Analysis Report for Pipe Sizing	\$12,500
Task 10	NDEP Permitting (Optional)	\$7,500
Task 11	Electrical Design	
	60%/Lighting Study/Power Pole Evaluation	\$14,950
	100% Construction Documents	\$18,170
	Final Construction Documents	\$5,980
	Bidding & Negotiation	\$1,840
Task 12	Bidding Services (Optional)	\$7,500
Task 13	Project Contingency	\$25,000
Total:		\$402,995

Project Schedule

Notice to Proceed (NTP): TBD

Topographic Survey/Geotechnical Investigation: 4 weeks after NTP

Utility Exploration/Concrete Condition Survey: 6 weeks after NTP

Right-of-Way Determination/Boundary Survey: 6 Weeks after NTP

Legal Descriptions: 2-4 Weeks after receipt of title reports

Preliminary Plans: 4-6 weeks after Topographic Survey

Right-of-Way Take initial discussion with Landowners: 2-4 Weeks after Preliminary Plans

60% Construction Documents: 6-8 weeks after Preliminary Plans

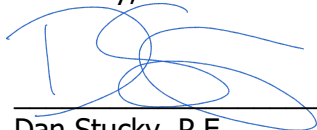
Final Construction Documents: 6-8 Weeks after 60% Plans
Start of Construction: Spring 2026

If this proposal is acceptable, please execute the attached contract and provisions and return the same to our office. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

Lumos & Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,



Dan Stucky, P.E.
Director



Hunter Mori, P.E.
Project Engineer

Encl: Standard Provisions of Agreement

Engineering	Per Hour
Director	\$295
Group Manager	280
Senior Project Manager – Special Projects	250
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Hydrogeologist	190/200/215
Staff / Project / Senior Engineer	190/205/215
Assistant / Project / Senior Project Coordinator	145/185/195
Project / Senior Project Designer	160/170
Engineering Technician I / II / III	110/140/150
Construction	Per Hour
Director	\$295
Materials Engineering Manager	265
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Geotechnical Engineer	190/205/215
Construction Services Supervisor / Engineer	175/185
Assistant / Project / Senior Project Coordinator	145/185/195
Geotechnician	175
Inspector / Senior Inspector (includes nuclear gauge)	160/170
Construction Technician I / II / III	120/130/140
Materials Technician I / II / III (includes nuclear gauge)	110/120/130
Administrative Technician	90/100/110
Surveying	Per Hour
Director	\$295
Group Manager	280
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Surveyor	190/205/215
Assistant / Project / Senior Project Coordinator	145/185/195
Photogrammetrist / Photogrammetry Manager	170/205
GIS Analyst	140
Surveying Technician I / II / III	95/140/150
Party Chief	190
Administrative & Other Services	Per Hour
Administrative Support	\$135
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

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

These rates apply to services rendered through December 31, 2025. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

AGREEMENT
To Engage the Services of
LUMOS & ASSOCIATES, INC.

THIS AGREEMENT, entered into on the 10 day of January 20 24, by and
 by and between City of Fallon

whose mailing address is 55 W. Williams Ave. Fallon, Nevada 89406

hereinafter called "CLIENT," and LUMOS & ASSOCIATES, INC., hereinafter called "CONSULTANT," is as follows:

CLIENT intends to pursue work on Kaiser Street Reconstruction (Project Name)
 hereinafter called the "PROJECT" and whose location is Fallon, NV

THE CLIENT/contact person for this project is Derek Zimney

Phone 775.423.5107 Email dzimney@fallonnevada.gov

CLIENT and CONSULTANT, for mutual consideration hereinafter set forth, agree as follows:

A. CONSULTANT agrees to perform certain consulting, design, advisory, surveying, and/or testing
 services for CLIENT as follows: See proposal attached hereto as Exhibit "A"

B. CLIENT agrees to pay CONSULTANT as compensation for his/her services as follows:
See proposal attached hereto as Exhibit "A"

This Agreement does not include any agency fees advanced on the CLIENT's behalf. All fees advanced for this project
 will be assessed a 15% handling fee in accordance with company policy. Should CLIENT wish to avoid the 15%
 charge, all agency and outside fees will be required 24 hours prior to submittal deadline.

C. CLIENT agrees to provide the following to CONSULTANT to aid in his/her work:
See proposal attached hereto as Exhibit "A"

D. CONSULTANT will begin work on or about 20 ; and have said
 work completed See proposal attached hereto as Exhibit "A"

CONSULTANT contact for this project is Hunter Mori Phone 775.423.2188

The attached Standard Provisions of Agreement are incorporated hereinto and made a part of this Agreement. In the
 event of any conflicts or inconsistencies between the terms contained in Exhibit "A" and those contained in the
 Standard Provisions of Agreement, the terms of the Standard Provisions of Agreement shall govern and control.

All notices, requests, demands, and other communications required under this Agreement shall be in writing and shall
 be deemed duly given and received: (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days
 after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid; and/or (iii) if
 by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with
 such service. All written communications shall be addressed to CONSULTANT at 950 Sandhill Road, Suite 100, Reno,
 NV 89521, or to CLIENT at the address written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms,
 conditions, and provisions written above and incorporated herein as set forth in the attached, on the date first
 written above.

CONSULTANT:

PRINT _____
 SIGN _____
 TITLE _____
 DATE _____

CLIENT:

PRINT _____
 SIGN _____
 TITLE _____
 DATE _____

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

These Standard Provisions of Agreement are deemed part of the attached Agreement. As used herein, the term "AGREEMENT" will mean the attached Agreement, the Proposal attached thereto as Exhibit "A," these Standard Provisions of Agreement, and any other exhibits attached hereto and specifically incorporated herein. CONSULTANT shall provide for the CLIENT the scope of services described in the referenced Proposal, and all services not specifically described therein are excluded from CONSULTANT's scope of services.

2. BILLING AND PAYMENT

Fees and other charges shall be billed monthly as the work progresses and shall be due and payable at the time of billing. Ten (10) days are allowed for processing payment, and any unpaid balance remaining twenty (20) days after the date of the original invoice shall be considered past due. Any unpaid balance remaining thirty (30) days after the date of the original invoice shall be considered Critically Past Due. CONSULTANT reserves the right to suspend services on accounts with outstanding balances that are Critically Past Due. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, CONSULTANT shall resume services under this AGREEMENT, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. In the event CLIENT fails to pay CONSULTANT within forty-five (45) days or more after invoices are rendered, CLIENT agrees that CONSULTANT shall have the right in its sole discretion to consider said default a material breach of the AGREEMENT and the duties of CONSULTANT under this AGREEMENT terminated, without requiring the seven (7) days written advance notice otherwise required for termination pursuant to Section hereof.

Any payment not received within thirty (30) days of date of the original invoice shall accrue interest at the rate of eighteen percent (18%) per annum.

CLIENT hereby agrees that the balance as stated on any invoice from CONSULTANT to CLIENT is correct and is acceptable to CLIENT unless, within ten (10) days from the date of the original invoice, CLIENT notifies CONSULTANT in writing of the particular item that is alleged to be in error or is otherwise in dispute.

CLIENT shall pay the costs for checking and inspection fees, zoning and annexation applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this AGREEMENT.

For projects that extend for more than one (1) year from the date of the AGREEMENT, CONSULTANT shall be entitled to an increase in fees in proportion to the increase in the Consumer Price Index over the preceding year, for the duration of the AGREEMENT.

3. TERMINATION

This AGREEMENT may be terminated by either party upon seven (7) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event all or any portion of the services performed or partially performed by CONSULTANT be suspended, abandoned, or terminated, CLIENT shall pay CONSULTANT for all fees, charges and services provided up to the date of termination. In return, CONSULTANT shall provide CLIENT with copies of all drawings, specifications and reports prepared or partially prepared up to the date of termination, at CLIENT's expense and for use solely with respect to the Project. Payment in full up to the date of termination shall be a condition precedent to CONSULTANT's providing copies of all drawings, specifications and reports, regardless of the pendency of any dispute.

4. ADDITIONAL SERVICES

CLIENT may request that CONSULTANT provide services beyond those set forth in CONSULTANT's Proposal ("Additional Services"). The scope of such Additional Services and fee shall be as mutually agreed upon in writing by CLIENT and CONSULTANT prior to commencement of such Additional Services.

The CONSULTANT shall comply with applicable laws, codes and regulations in effect as of the date it provides its services pursuant to the standard of care in the industry. Changes to CONSULTANT's services made necessary by newly enacted laws, codes and regulations after such date shall entitle the CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with this Additional Services provision. In addition, the CONSULTANT shall be entitled to rely reasonably on interpretations

and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

5. STANDARD OF CARE

CONSULTANT shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of CONSULTANT's profession currently practicing in the same locality under similar circumstances and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Nothing contained herein shall be construed to constitute a guarantee, warranty or assurance, either express or implied of the services to be provided herein.

6. COST ESTIMATES

CONSULTANT makes no representation concerning estimates of construction costs other than that these are estimates only and CONSULTANT shall not be responsible for fluctuations in cost factors. Any such estimates prepared or agreed to by CONSULTANT represent the CONSULTANT's judgment as a design professional. It is recognized that neither the CONSULTANT nor the CLIENT has control over the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CLIENT's budget or from any estimate of construction cost prepared or agreed to by the CONSULTANT.

7. LIMITATIONS ON RESPONSIBILITIES

CONSULTANT shall not be responsible for the acts or omissions of the CLIENT, CLIENT's other consultants, contractors, subcontractors, their agents or employees, or other persons providing work or services on the Project. CONSULTANT does not guarantee the completion or quality of performance of work performed by the construction contractor(s) or other third parties. Site safety is the sole responsibility of the contractor. CONSULTANT shall neither have control over, nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work for the Project.

Unless retained to perform a geotechnical investigation, CONSULTANT makes no representations concerning soil conditions and CONSULTANT is not responsible for any liability that may arise out of the making or failure to make soils surveys, or subsurface soil tests, or general soil testing.

Unless specifically included in the Proposal's scope of services, CONSULTANT is neither responsible for notifying CLIENT of any expiration or renewal dates for permits and/or approvals of any type or description, nor for renewing or requesting a renewal from any agency, municipality, or authority of any permits and/or approvals that may be due to expire.

8. INFORMATION PROVIDED BY OTHERS

CONSULTANT is entitled to rely on information supplied by the CLIENT and other consultants retained directly by the CLIENT. CONSULTANT has no obligation to check the accuracy or completeness of CLIENT-supplied information but will bring to the CLIENT's attention any discovered discrepancies.

9. OWNERSHIP OF DOCUMENTS

Drawings, details, specifications, reports, and other documents prepared by CONSULTANT, including those in electronic form, are instruments of service for use solely with respect to this Project. CONSULTANT shall be deemed the author and owner of the CONSULTANT's instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this AGREEMENT, CONSULTANT grants to CLIENT a nonexclusive license to reproduce the CONSULTANT's Instruments of Service solely for purposes of the Project, provided the CLIENT shall comply with all obligations, including prompt payment of all sums when due, under this AGREEMENT. CLIENT shall not use the instruments of service for future additions or alterations to this Project or for other projects without CONSULTANT's prior written consent. Any unauthorized use, reuse or modifications of the instruments of service shall be at the CLIENT's sole risk and without liability to CONSULTANT, and CLIENT agrees to defend, indemnify and hold harmless CONSULTANT from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

10. INDEMNIFICATION

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT from and against any claims, damages, liabilities, suits, demands, losses, expenses or costs (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent caused by CLIENT's negligent acts, errors, or omissions and those of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable, except for claims or litigation arising through the sole negligence or willful misconduct of CONSULTANT.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT from and against any claims, damages, liabilities, suits, demands, losses, expenses to the extent they are determined to have been caused by the negligent acts, errors or omissions of CONSULTANT or anyone for whom CONSULTANT is legally liable, to the extent consistent with the Limitation of Liability provision herein. CONSULTANT shall not have an obligation to indemnify and hold harmless CLIENT for claims or litigation arising through the sole negligence or willful misconduct of CLIENT or anyone for whom CLIENT is legally liable.

Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs (for fees and costs actually incurred in defending claims attributable to the other party's fault) to the extent of its indemnity obligation herein. Neither the CLIENT nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

11. RIGHT OF ENTRY

CLIENT shall secure the permission necessary to allow CONSULTANT's personnel and equipment access to the project site and any adjacent properties necessary to perform the services at no cost to CONSULTANT. While CONSULTANT will take all reasonable precautions to minimize any damages to the property, it is understood by the CLIENT that in the normal course of field work some damage may occur, the correction of which is not part of this AGREEMENT.

12. SAMPLES

Samples obtained for materials testing will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) days.

13. GOVERNING LAW; DISPUTES

This AGREEMENT shall be governed by the laws of the state, in which the Project is located, and all dispute resolution proceedings shall be venued in the county and state in which the services are rendered unless the parties mutually agree otherwise in writing.

The parties agree to first endeavor in good faith to resolve any dispute arising out of or related to this AGREEMENT by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association or JAMS. Mediation shall be a condition precedent to the instigation of any legal proceedings. If the claim or controversy is not resolved by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so mutually agree in writing prior to the commencement of any arbitration proceeding. Absent express mutual consent to arbitrate, all disputes shall be litigated in a court of competent jurisdiction in the state in which the Project is located.

14. NO THIRD PARTY BENEFICIARIES

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT.

15. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision in this AGREEMENT, and to the fullest extent permitted by law, neither the CONSULTANT nor the CLIENT shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

16. FORCE MAJEURE

CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT's control may affect the CONSULTANT's ability to complete the services to be provided under this AGREEMENT. CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANT's control. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by CLIENT or CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

17. SOLE CORPORATE REMEDY

It is intended by the parties to this AGREEMENT that the CLIENT's obligations and CONSULTANT's services in connection with the Project shall not subject the CLIENT's or CONSULTANT's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the parties agree that as their sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this AGREEMENT and not against any of the parties' individual shareholders, officers, directors, members, managers or employees, except for acts of willful misconduct or as otherwise prohibited by law.

18. HAZARDOUS MATERIALS

The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the CONSULTANT or any other party encounters any hazardous materials, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this AGREEMENT until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CONSULTANT shall not be responsible for locating or abating any hazardous materials.

19. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT relating to CONSULTANT's provision of services in accordance with this AGREEMENT, the risks have been allocated such that the CLIENT agrees that CONSULTANT's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever (including attorneys' fees and costs and expert witness fees and costs) arising out of or in any way related to the services provided for the Project and/or under this AGREEMENT, regardless of theories of liability or causes of action asserted (unless otherwise prohibited by law) including, but not limited to, allegations of CONSULTANT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum of \$50,000 or the total amount of fees paid to CONSULTANT under this AGREEMENT, whichever is less. CONSULTANT currently maintains a policy of professional liability insurance. In no event shall CONSULTANT's liability exceed the sum of CONSULTANT's available professional liability insurance coverage at the time of settlement or judgment. CLIENT and CONSULTANT hereby acknowledge that this provision was expressly negotiated and agreed upon.

20. STATUTES OF LIMITATIONS AND REPOSE

CLIENT and CONSULTANT agree that the applicable state law will govern the time limits for bringing all claims arising out of this agreement. CLIENT and CONSULTANT further agree that for purposes of calculating the applicable statutes of limitations and repose in any claim arising out of the contract or the services CONSULTANT provides pursuant to the contract shall be deemed to have accrued no later than the issuance of CONSULTANT's final invoice for services under the contract, and the applicable statutes of limitations or repose will begin to run upon issuance of CONSULTANT's final invoice.

21. MISCELLANEOUS

(a) CLIENT and CONSULTANT each respectively bind themselves, their partners, successors, executors, administrators, and assigns to the AGREEMENT.

(b) CLIENT agrees to cooperate fully with CONSULTANT on the Project and to provide any and all information and/or documents reasonably necessary for CONSULTANT to perform the agreed scope of services as detailed in the AGREEMENT, and CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof.

(c) Neither CLIENT nor CONSULTANT shall assign its interest in the AGREEMENT without the prior express written consent of the other.

(d) It is expressly understood that CONSULTANT is an independent contractor and in no event will the CONSULTANT, its agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of CLIENT. Nothing contained in this AGREEMENT or any action by CONSULTANT shall be construed to impose a fiduciary duty on CONSULTANT or create a fiduciary relationship between CONSULTANT and CLIENT or between CONSULTANT and any third party.

(e) If any provision of this AGREEMENT is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this AGREEMENT and shall not affect the validity or enforceability of the remaining provisions.

(f) Waiver of any provision of this AGREEMENT by either party shall not be deemed to constitute a waiver of any other provision of this AGREEMENT, nor shall such waiver constitute a continuing waiver.

(g) This AGREEMENT, and the attachments hereto, shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by the parties.

22. RETAINER

CLIENT agrees to deposit the sum of _____ \$_____ as a retainer, receipt of which is a prerequisite for CONSULTANT to perform services for CLIENT. The retainer will be held by CONSULTANT to secure payment of CONSULTANT's invoices in CONSULTANT's general accounts with all benefits accruing to CONSULTANT. CONSULTANT, at its sole discretion, may apply the retainer to any outstanding invoices which CLIENT has failed to pay in the time frames set forth in this AGREEMENT; however, nothing herein shall be interpreted to relieve CLIENT from paying CONSULTANT's invoices as set forth in this AGREEMENT. If any portion of the retainer is applied to an outstanding invoice, CLIENT shall, within five (5) days of CONSULTANT's request, replenish the retainer account to the original amount listed herein. The retainer, or unused portion thereof, shall be refunded to CLIENT within thirty (30) days after CONSULTANT's services conclude or termination of this AGREEMENT, whichever comes first, provided that there is no balance owed to CONSULTANT. If a balance is owed to CONSULTANT when services conclude or this AGREEMENT is terminated, CLIENT will be refunded the difference between the amount owed and the remaining retainer, if any. Nothing herein shall limit CONSULTANT's rights to collect any remaining balance owed by CLIENT once the retainer is depleted.



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CITY OF FALLON
KAISER STREET
ROADWAY RECONSTRUCTION
CONCEPTUAL LAYOUT
FALLON
CHURCHILL COUNTY
NEVADA

REV	DATE	DESCRIPTION	BY

PRELIMINARY
NOT FOR CONSTRUCTION
DECEMBER 21, 2023

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DESIGNED BY: SGM
CHECKED BY: SGM
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REV	DATE	DESCRIPTION	BY

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CITY OF FALLON

WHITAKER LN. INTERSECTION EXHIBIT
INCLUDES ON STREET PARKING

CITY OF FALLON

CHURCHILL COUNTY

NEVADA

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PRELIMINARY
MARCH 14, 2025

