AGENDA CITY OF FALLON – CITY COUNCIL 55 West Williams Avenue Fallon, Nevada March 1, 2021 – 9:00 a.m.

The Honorable City Council will meet in a regularly scheduled meeting on March 1, 2021 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 approval of an Agreement for Professional Services with J-U-B Engineers, Inc. for miscellaneous engineering and planning services for the Fallon Municipal Airport. (For possible action)
- 6. Public Comments (For discussion only)
- 7. Council and Staff Reports (For discussion only)
- 8. Executive Session (closed):

Discuss Litigation Matters (For discussion only)(NRS 241 et.seq.)Negotiations with Operating Engineers Local Union No. 3(For discussion only)Negotiations with Fallon Peace Officers Association(For discussion only)

Pursuant to Governor Sisolak's Declaration of Emergency Directive 006 entered on March 22, 2020, and extended by Emergency Directive 016 entered on April 29, 2020, by Emergency Directive 018 entered on May 7, 2020, by Emergency Directive 021 entered on May 28, 2020, by Emergency Directive 026 entered on June 29, 2020 and by Emergency Directive 029 entered on July 31, 2020, this agenda has been posted on or before 9:00 a.m. on February 24, 2021 at City Hall, to the City's website (https://fallonnevada.gov) and to the State of Nevada public notice website (https://notice.nv.gov/). Members of the public may request the supporting material for this meeting by contacting Elsie M. Lee, Deputy City Clerk, at (775) 423-5104 or <u>elee@fallonnevada.gov</u>. 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://fallonnevada.gov) and the State of Nevada public to the public on the City's website (https://fallonnevada.gov) and the State of Nevada public notice website (https://fallonnevada.gov) and the State of Nevada public notice website (https://fallonnevada.gov) and the State of Nevada public notice website (https://fallonnevada.gov) and the State of Nevada public notice website (https://fallonnevada.gov).

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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 423-5104 in advance so that arrangements may be conveniently made.

March 1, 2021

Agenda Item 5

Consideration and possible approval of an Agreement for Professional Services with J-U-B Engineers, Inc. for miscellaneous engineering and planning services for the Fallon Municipal Airport. (For possible action)

CITY OF FALLON REQUEST FOR COUNCIL ACTION

Agenda Item No. 5

DATE SUBMITTED: February 22, 2021

AGENDA DATE REQUESTED: March 1, 2021

TO: The Honorable City Council

FROM: Robert Erquiaga, Chief of Staff

SUBJECT TITLE: Consideration and possible approval of an Agreement for Professional Services with J-U-B Engineers, Inc. for miscellaneous engineering and planning services for the Fallon Municipal Airport. **(For possible action)**

TYPE OF ACTION REQUESTED: (Check One)

() Resolution	() Ordinance
(X) Formal Action/Motion	() Other

RECOMMENDED COUNCIL ACTION: Motion to approve an Agreement for Professional Services with J-U-B Engineers, Inc. for miscellaneous engineering and planning services for the Fallon Municipal Airport.

DISCUSSION: The City has utilized the services of Atkins North America, Inc. for the past 5 years for general airport consulting and planning. Atkins has also provided engineering design, bidding assistance, and construction management services for the City's Airport Capital Improvement Projects during that period of time. Federal law and FAA regulations require the City to utilize a qualifications based consultant selection process in order to select an airport consultant and allows an agreement term with the selected consultant of up to 5 years. In September, Mayor Tedford appointed a Consultant Selection Board consisting of Chief of Staff Erquiaga, City Clerk-Treasurer Richardson, and Public Works Director Byrd. The Board developed the attached Request for Statement of Interest and Oualifications for Airport Planning. Engineering and Consulting Services for the Fallon Municipal Airport. The Request was advertised on the City's website, in the Lahontan Valley News and on the City's social media outlets. The City received 5 responses (Armstrong, Kimley Horn, J-U-B Engineers, A M Engineering and Eastern Sierra Engineering) which were evaluated and ranked by the Board. The Board interviewed the top two respondents (J-U-B Engineers and Eastern Sierra Engineering) and ultimately selected J-U-B Engineers as the best and most qualified consultant. After J-U-B was selected, Chief of Staff Erquiaga and City Clerk-Treasurer Richardson met with J-U-B to discuss and negotiate fees and contractual terms, resulting in the attached Agreement for Professional Services. City staff believes that J-U-B has the knowledge, expertise and ability to meet all of the City's needs at the airport and that J-U-B's proposed fees are fair and competitive.

FISCAL IMPACT: To be determined based on the number of tasks assigned – J-U-B will be reimbursed at the hourly rates attached to the Agreement, which are subject to annual adjustment

FUNDING SOURCE: The General Fund

TO BE PRESENTED BY: Robert Erquiaga, Chief of Staff

CITY OF FALLON, NEVADA

Request for Statement of Interest and Qualifications for Airport Planning, Engineering and Consulting Services for the Fallon Municipal Airport

The City of Fallon is formally requesting Statements of Interest and Qualifications for professional services of qualified airport consulting firms. The City of Fallon wishes to retain these services for a five (5) year period to assist the City of Fallon with the development and improvement of the Fallon Municipal Airport. The types of services may include, but not be limited to: general consulting services; preparation and administration of the necessary applications and documents for Federal Aviation Administration AIP grant funding; provide planning services as required by the City of Fallon; provide necessary services to obtain environmental clearances through the NEPA process for the proposed projects; provide engineering design and other services as required by the City of Fallon; provide construction administration, inspection, and testing services during construction projects; and attend meetings as required by the City of Fallon. The professional services may be required for, but not be limited to, the following specific projects:

- Replace MIRL and PAPI with LED, replace Segmented Circle and Wind Cone, Relocation of Taxiway G, RSA Soil Stabilization
- Reconstruct Taxilanes and Entrance Road
- Acquire Bi-directional Tractor with Snowblower and Broom Attachment and Construct Snow Removal Equipment Storage Building
- Environmental Assessment for Land Acquisition
- Land Acquisitions

A statement of your firm's interest and qualifications regarding these projects is herein solicited.

The Statement of Interest and Qualifications should include detailed information regarding the consultant's interest, qualifications, current relevant experience with the planning, design and engineering of airports and airfield improvement projects funded by FAA Airport Improvement Program (AIP) grants and resumes of key personnel. Selection criteria contained in the FAA Advisory Circular 150/5100-14, as amended, will be considered:

- 1. Understanding of the tasks to be performed.
- 2. Qualifications of the project manager and other senior personnel to be assigned to the airport projects.
- 3. Capability to perform all or most aspects of the airport projects and recent experience in airport projects comparable to the proposed tasks.
- 4. Current workload and demonstrated ability to meet schedules and deadlines.
- 5. Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.
- 6. Ability to furnish qualified inspectors for construction inspection if applicable.
- 7. Familiarity with and proximity to the airport. Indicate the office location where work will be performed. Also describe the ability to attend meetings in a timely manner and/or on short notice.
- 8. Experience with airport construction projects over the past three years, including award amount, engineer's estimate, cost of construction, and initial and final construction period.
- 9. Description of the process used for design and construction projects by the consultant.

- 10. A description of other services provided by the consultant to assist the airport in fulfilling the FAA grant assurances.
- 11. References.

Please note that this is a request for a Statement of Interest and Qualifications. A detailed cost proposal is not being requested at this time. Final project costs will be determined through negotiations with the selected firm. If project cost negotiations with the selected firm are unsuccessful, the City of Fallon reserves the right to enter into negotiations with other firm(s).

Consultant submittals shall be brief and concise, containing no more than 35 pages of material. Submittals in excess of 35 pages shall be considered to be non-responsive.

The City of Fallon assumes no obligation in the solicitation of the general statement of interest and qualifications and all costs of responding to the solicitation shall be borne by the interested consultants.

Time is of the essence; therefore, the City of Fallon will evaluate all pertinent information and will endeavor to select the firm with which it will work from those firms submitting statements. If a selection cannot be made on the basis of the qualification statements alone, the most qualified firms may be contacted for additional information and, if warranted, detailed interviews.

This assignment is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity), NRS Chapters 332, 338, 623 and 625 and to the provisions of Department of Transportation Regulations 49 CFR Par 23 (Disadvantaged Business Enterprise Participation) and the following mandatory federal contract provisions:

Provision	Law/Statute
Civil Rights Act of 1964, Title VI – Contractor Contractual	49 CFR part 21
Requirements	
Airport and Airway Improvement Act of 1982, Section 520	49 USC § 47123
Participation by Disadvantaged Business Enterprises	49 CFR part 26
New Restrictions on Lobbying	49 CFR part 20
Access to Records and Reports	49 CFR § 18.36
Breach of Contract Terms	49 CFR § 18.36
Rights to Inventions	49 CFR § 18.36
Trade Restriction Clause	49 CFR part 30
Termination of Contract	49 CFR § 18.36
Certification Regarding Debarment, Suspension, Ineligibility and	49 CFR part 29
Voluntary Exclusion	

Questions regarding this request and the proposed projects should be directed to Derek Zimney, P.E., City Engineer, City of Fallon, 55 West Williams Avenue, Fallon, Nevada 89406 or by email at <u>dzimney@fallonnevada.gov</u> or by phone at (775) 423-5107.

Five copies of the Statement of Interest and Qualifications should be submitted to the City of Fallon no later than 5:00 p.m., Wednesday, November 25, 2020.



Proof and Statement of Publication Ad #: 0000631498-01

580 Mallory Way, Carson City, NV 89701 P.O. Box 1888 Carson City, NV 89702 (775) 881-1201 FAX: (775) 887-2408

Customer Account #: 1066221

Legal Account

CITY OF FALLON, 55 W. WILLIAMS AVE. FALLON, NV 89406 Attn: Nicole Dooley

Jody Mudgett says: That (s)he is a legal clerk of the Lahontan Valley News, a newspaper published Wednesday at Fallon, in the State of Nevada.

Copy Line RFQ Airport 5 yr consultant

PO#:

Signed:

Ad #: 0000631498-01 of which a copy is hereto attched, was published in said newspaper for the full required period of 1 time(s) commencing on 10/28/2020, and ending on 10/28/2020, all days inclusive.

Jodiymud

Date: 11/03/2020 State or Nevada, Carson City

This is an Original Electronic Affidavit. Price: \$ 646.50

CITY OF FALLON, NEVADA

Request for Statement of Interest and Qualifications for Airport Planning, Engineering and Consulting Services for the Fallon Municipal Airport

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- Experience with airport construction projects over the past three years, including award amount, engineer's estimate, cost of construction, and initial and final construction period.
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Please note that this is a request for a Statement of Interest and Qualifications. A detailed cost proposal is not being requested at this time. Final project costs will be determined through negotiations with the selected firm. If project cost negotiations with the selected firm are unsuccessful, the City of Fallon reserves the right to enter into negotiations with other firm(s).

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Five copies of the Statement of Interest and Qualifications should be submitted to the City of Fallon no later than 5:00 p.m., Wednesday, November 25, 2020.

Statement of Qualifications for: AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES







FALLON MUNICIPAL AIRPORT CITY OF FALLON, NEVADA

Submitted by:







J-U-B ENGINEERS, INC.

OTHER J-U-B COMPANIES



November 25, 2020

Derek Zimney, PE, City Engineer City of Fallon 55 West Williams Avenue Fallon, NV 89406

RE: STATEMENT OF QUALIFICATIONS FOR AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

J-U-B ENGINEERS, Inc. is pleased to present our Statement of Interest and Qualifications for your 5-year Airport Planning, Engineering, and Consulting Services.

J-U-B has been providing full-service planning and engineering for more than 60 years. We have assembled a strong LOCAL team of professionals that brings successful experience at similar sized airports in Nevada and the FAA Western Pacific Region including local subconsultants:

- Lumos and Associates for Survey and Geotechnical Support. (Fallon, Reno and Carson Offices)
- Dinter Engineering for Airfield Lighting and Electrical. (Reno office)

Local: This makes our team truly local with 15 J-U-B employees in Reno and with the bulk of the salaries and grant funds going to employees in Fallon and Reno to enrich our local communities. This is a differentiator, as many competitors will perform the work out of state, and the locally appropriated funds will go to other communities.

Full-Service Consulting: The J-U-B team strives to be your trusted advisor, which means working to assist you with any issues that arise rather than just those we have been specifically tasked to do related to the FAA projects. We don't focus on just the projects; we focus on the overall success of the airport. J-U-B knows how to obtain, manage, and closeout FAA grants. We will see that you meet all 39 of your grant assurances with complete and responsive service. We are especially proud of our reputation with the FAA and Auditors in validating your compliance with the grant assurances. It is a full-service focus on detail that is unique to J-U-B. Most importantly, we will walk you through the FAA process.

Technical Expertise: The J-U-B team consists of talented aviation professionals with directly applicable experience to your upcoming projects. J-U-B has completed hundreds of successful aviation projects similar to your needs.

FALLON UPCOMING PROJECT ELEMENTS		RECENT J-U-B SIMILAR PROJECTS		
MIRL and PAPI with LED	11	15 recent projects including: Austin, Battle Mountain		
Taxiway Reconstructions	11	25 recent projects including: Austin, Battle Mountain		
Snow Removal Equip & Emergency Buildings		15 recent projects including: Reno-Tahoe		
Environmental Assessments		50 recent projects including: Reno-Tahoe		
Land Acquisitions	ны	15 recent projects including: Joslin Field, Twin Falls		

The City can be assured that J-U-B has the experience to produce the highest quality of engineering, with our proven track record as our best sales pitch! Quality is the number one priority for the J-U-B team through planning, design, and construction. This will result in a superior project that meets the strict quality requirements of the FAA.

We are excited about the opportunity to serve you and we are ready to begin immediately upon selection. Please review our qualifications and feel free to contact us at (775) 852-1440 if you have any questions or need additional information.

Sincerely, I-U-B ENGINEERS. Inc

Mike Wilhelm, PE

Project Manager c: (775) 741-1437 e: mwilhelm@jub.com

Shane Dyer, PE Principal-In-Charge c: (775) 852-1440 e: sdyer@jub.com

a 9160 Double Diamond Pkwy, Reno, NV 89521 p (775) 852-1440 w www.jub.com



AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

1. UNDERSTANDING OF THE TASKS TO BE PERFORMED

Fallon Municipal Airport is a vital hub for activity in the region, with about 72 based aircraft and 23,000 annual operations. The airport provides an important function to the region and community. The recent Airport Master Plan identified the following projects as priority improvements to the Airport. J-U-B understands the issues, has toured the airport on multiple occasions, and can help to optimize the design, construction, and implementation of the proposed improvement tasks. The tasks are outlined below:

REPLACE MIRL AND PAPI WITH LED, REPLACE SEGMENTED CIRCLE AND WIND CONE, RELOCATION OF TAXIWAY G, RSA Soil Stabilization

The initial project will include upgrades to existing visual aids at the airport, including the Medium Intensity Runway Lights (MIRL), the Precision Approach Path Indicators (PAPI), and the Segmented Circle and Wind Cone. The project will also include the relocation of Taxiway G and Soil Stabilization in the Runway Safety Area.

REPLACE MEDIUM INTENSITY RUNWAY LIGHTS (MIRL) WITH LED

Replacing the existing incandescent Medium Intensity Runway Lights with new LED lights will provide an immediate cost savings and maintenance relief to the Airport. Incandescent lights draw significant power and bulbs burn out regularly due to the heat generated by the lights when left on. LED lights, on the other hand, use significantly less power per light and do not suffer the wear and tear of overheating. The LED lights are provided as a singular sealed unit, meaning less individual parts to track down and replace. The new LED runway lights will also match nicely with the existing LED taxiway lights.



REPLACE PRECISION APPROACH PATH INDICATORS (PAPI) WITH LED

Just like the runway lights, upgrading the existing incandescent PAPI to a new LED PAPI will provide immediate benefit to the airport. Though the PAPI system has less power draw than the lighting system, the PAPI system is always on due to its importance in assisting pilots during landing in all conditions. This constant power draw on an incandescent bulb means frequent burn-outs and replacements. The timing of this project could not be better now that installing an LED PAPI is an eligible item for FAA funding with the recent certification of a second supplier per the FAA's Airport Lighting Equipment Certification Program (FAA AC 150/5345-53D).



REPLACE SEGMENTED CIRCLE AND WIND CONE

The segmented circle and wind cone are often a pilot's first option for information on site conditions when they arrive at an airport. As such, it is important that the segmented circle and wind cone are in good working condition and easily identifiable from the air. The existing segmented circle A-frames are deteriorating beyond the restoration ability of another coat of paint. The existing wind cone is a bit undersized and aged as well. Replacement of this infrastructure and consideration of more weather-resistant segmented circle material are a must. Another consideration for this project is the placement of the asphalt millings from the Taxiway G relocation inside the segmented circle to make this area really stand out from above.



AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

RELOCATION OF TAXIWAY G

As the FAA Advisory Circulars and priorities change, it is important to have a consultant that understands these changes. Taxiway G in its current configuration runs counter to two of these new priorities for the FAA; direct access from parking to the runway and the nonstandard runway intersection angle. Direct access creates significant safety concerns for taxiing aircraft that do not typically announce their taxiing operations. Aircraft attempting to access Taxiway G from both the parking area and Taxiway A increase the risk of a collision or other incident. The angled intersection of Taxiway G and Runway 3-21 creates line-of-sight issues for aircraft taxiing onto the runway, decreasing safety on the airfield. Given these significant issues, relocating Taxiway G closer to the Runway 3 aiming bars is a high priority to increase airfield safety.



RUNWAY SAFETY AREA (RSA) SOIL STABILIZATION

Like most of northern Nevada, the native soils in the Fallon region are comprised primarily of silts and clays. While this soil is great for agriculture, it is less helpful on an airfield. These native soils turn into dust storms when dry and mud bogs when wet. These soils are also prone to significant erosion, as seen on the Runway 3 end and the southwest half of the infield. Stabilizing these soils will reduce erosion and help maintain grading compliance inside the RSA. It will also prevent dust on windy days, thereby increasing the safety at the airport. Soil stabilization will also reduce the number of trucks that get stuck in the infield during maintenance activities.

RECONSTRUCT TAXILANES AND ENTRANCE ROAD

The existing asphalt on the taxilanes and entrance road is significantly deteriorated and in major need of reconstruction. The taxilanes also have several patches from utility trenches serving hangars that were installed after the taxilane paving. These patches are a good reminder of the importance of utility planning in conjunction with the taxilane and entrance road reconstruction. Installation of utility sleeves in accessible places goes a long way in maintaining the aesthetics and functionality of new pavement. New pavement on the entrance road also increases the curbside appeal of the airport to prospective users.



ACQUIRE BI-DIRECTIONAL TRACTOR WITH SNOWBLOWER And broom attachment and construct snow removal Equipment storage building

Airports can often become a lower priority for the City's snow removal crews when a winter storm hits, as surface roads, schools, hospitals, and other critical infrastructure require immediate attention. Acquiring on-site snow removal equipment is vital to alleviating this wait time and getting the airport back open for business. Our Team is very familiar with the FAA equipment acquisition process and are excited to help guide the airport through this process. One of the first questions the FAA will ask is how the new equipment will be protected, so pairing the acquisition with the construction of a Snow Removal Equipment (SRE) Storage Building is a great approach. In addition to protection from the elements, an SRE Building improves the accessibility and reliability of this equipment during winter storms.



AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES



ENVIRONMENTAL ASSESSMENT FOR LAND ACQUISITION

Generally, at the end of each runway in all directions it is proposed that the land be acquired for the runway safety system and a runway expansion. This currently includes:

- Approximately 12.1 and 10.2 acres of property within the ultimate Runway 3 and 21 Runway Protection Zones (RPZ).
- Approximately 0.3 acres to accommodate the ultimate Taxiway A and connector Taxiway F configuration.
- Approximately 5.6 and 6.5 acres of property (in Easement) within the ultimate Runway 13 and 31 Runway Protection Zones (RPZ).

An National Environmental Protection Act (NEPA) compliant environmental assessment will need to be performed in order to purchase the land with federal FAA funds. The Environmental Assessment will cover all potentially environmental impacts under federal NEPA guidelines.

The Figure below shows the Fallon Noise Contours (a known environmental impact around airports).

LAND ACQUISITIONS

As previously discussed the Runway Protection Zone requires land acquisition, in addition part of the plan is to extend the runway and move the roadway around the Runway 3 end and its safety areas. A 12-acre acquisition is anticipated to ensure those roads are outside of those safety areas. The Acquisition will be made after the environmental documentation is cleared in the previous task.



AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

2. QUALIFICATIONS OF THE PROJECT MANAGER AND OTHER SENIOR PERSONNEL

The J-U-B Team provides airport design and construction engineering, planning, and environmental services to Regional and General Aviation Airports. We have been working with Airport Clients in the Northwest and Intermountain West for over 50 years. Currently **our team holds the 5 year A&E Services for Battle Mountain and Austin and is a part of the on-call roster for work at Reno-Tahoe and Reno-Stead.** Of the over 30 airports we represent, nearly **20 are general aviation airports similar to Fallon Municipal Airport.** Our team is well versed in airports from planning and preliminary design to final design and construction administration. As your Airport Engineer we will provide all of the consulting services required to successfully complete your Airport projects from start to finish.

Exceptional J-U-B client service is the result of pride, care, and teamwork that comes from being an employee-owned company. The resulting extra effort makes the difference. We do this through the following philosophy:

ACCESSIBLE AND RESPONSIVE

Our mission is to enable you to be successful and we assure this success by identifying and understanding your goals, concerns, and expectations. Engineers and specialists are available to assist you in a network of offices and to provide the necessary resources for your project. With more then 400 employees, J-U-B has the resources to meet your project demands. Work on your airport will be led from our Reno office with support available from our aviation personnel in Boise and Twin Falls.

Our Team is primarily comprised of staff in the Fallon and Reno areas. Our Project Manager, Mike Wilhelm, is only an hour away and ready for the call to assist the Airport and the City and attend meetings on short notice. Steven Moon (Lumos) is only 5 minutes from the Airport and is available as an emergency contact for any sudden issues that may arise.

YOUR TRUSTED ADVISOR

We know you are busy managing the business of the Airport as well as a whole array of other City interests that take up your time. Our goal is to be a professional resource that you can count on to communicate your interests and provide you the best information in a timely manner. We like to believe that we are your "Trusted Advisor," and an extension of your staff.

J-U-B will provide you with complete grant assistance services, from pre-application to project closeout. We can obtain the necessary environmental and permit approvals, continuously coordinate with you, and provide full service engineering with the necessary documentation for project closeout meeting the FAA's expectations. As your trusted advisor, J-U-B will walk you through the sometimes complex FAA processes so you can focus on airport management.

YOUR ADVOCATE

We do not simply focus on individual projects. We help you with the big picture, identifying long-term solutions, helping to secure funding and keep momentum going even in those crucial times between projects. Continuously making sure that you are meeting your grant assurances, and completing the necessary annual and quarterly reporting. We're with you through the whole process.

Our goal will be to give you the greatest advantage on projects and operational improvements at the lowest cost impact to the Airport. We do this by staying abreast of upcoming funding opportunities and leveraging the project funds you have.

J-U-B AT A GLANCE

- Corporation established in 1954, headquartered in Boise, Idaho
- Merged with Dyer Engineering (Reno, NV) in January 2020
- 20 offices in 7 states; with nearby offices in Reno, Boise, and Salt Lake City.

Primary Office Location: Reno, NV 9160 Double Diamond Pkwy Reno, NV 89521

• Team Contact:

Principal-in-Charge
Shane Dyer, PE
Email: sdyer@jub.com
Phone: (775) 852-1440

- 400 employees, 30+ dedicated Aviation professionals.
- 65 years performing professional engineering services for communities of all sizes throughout the Northwest and Intermountain West and with more than 40 years serving our local Aviation Communities.
- Subsidiaries:

The Langdon Group - Public Involvement

Gateway Mapping - GIS Services

Subconsultants:

Lumos, Inc. - Geotechnical, Surveying and Materials Testing

Dinter Engineering - Electrical Engineering

J-U-B ENGINEERS, Inc.

FALLON MUNICIPAL AIRPORT AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

Project Team Organization Chart Fallon Municipal Airport **NDOT Aeronautics City Engineer** FAA ADO Derek Zimney, PE Kurt Haukohl **Ricky Sanchez, Engineer** Ken Hall, Planner Matthew Bilsbarrow, EPS J-U-B ENGINEERS, Inc. Principal-in-Charge **Project Manager** QA/QC Manager **Point of Contact** Chuck A. Larson, PE Mike Wilhelm, PE Shane Dyer, PE **FAA Coordination** David Meyer, PE Environmental **Construction Observation & Airfield & Landside Design** Marti Hoge Administration David Meyer, PE Zack Scott David Meyer, PE Chuck A. Larson, PE Anthony Yocca, EIT Bryan Byrne, PE Michael Stutz, EIT Anthony Yocca, EIT Shawn Dulin **Airport Planning** Neal Fraser, GISP Surveying Lumos & Associates **AGIS Specialist** Christine McCullock, GISP **Geotechnical & Materials** John Shea, PLS Testing Lumos & Associates **Airfield Electrical Dinter Engineering Public Involvement** The Langdon Group **Bryant Kuechle**

FALLON MUNICIPAL AIRPORT AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

We hand-picked a team with your needs in mind led by a Project Manager and Client Liaison/Principal-in-Charge that will be vested in your Airport and their goal is your success. **Mike Wilhelm, PE** will be your **Project Manager**, and **Shane Dyer**, **PE** will be your day-to-day **Client Liaison**. Rounding out your team will be **David Meyer**, **PE**, who will handle the **FAA coordination**, **construction observation and administration** and **Chuck Larson**, **PE** will use his vast aviation experience to provide **QA/QC** to the team. Together this team will work with you toward achieving the Airport's goals and expectations.

Our team also includes top environmental specialists, construction administration specialists, public involvement facilitators, and Airport GIS specialists all working in-house at J-U-B. This allows them to share their combined skills and expertise to provide efficient, cost-effective answers to any project needs. As Principal-In-Charge, Shane is responsible to make sure that Mike and his team have the resources and staff they need. **David will also assist with FAA and NDOT Coordination given his existing relationships with the Phoenix Airports District Office (ADO) and Kurt Haukohl, the NDOT Aviation State Manager.** Additional information for Mike, Shane and David are presented herein. They are committed to your success and the future of Fallon Municipal Airport.

The addition of Fallon-based Lumos and Associates further strengthens our team. They are intimately familiar with the area and the specifics of local construction having worked on numerous projects for the City of Fallon and the Fallon Naval Air Station.



Professional Registrations Professional Engineer Nevada, Idaho, California

Education MS, Civil Engineering, University of Nevada, 1998

BS, Biology, University of Nevada, 1995

Battle Mountain Airport, NV

- » Reconstruction West Apron (2020)
- » Expand East Apron (2020)
- » Realign Taxiway A (2020)

Austin Airport, NV

- » Construct Access Road (2020)
- » Construct Hangar Taxilane (2020)

Yerington Airport, NV

» Runway and Taxiway Reconstruction (2016-2017)

Reno/Tahoe International Airport, NV

- » Snow Removal Equipment (SRE) Building (2009-2011)
- » Apron Reconstruction Stage 13 (2009)
- » Apron Reconstruction Stage 12 (2009)
- » Atlantic Aviation Hangar and FBO (2013-2014)
- » GA West Access Road/Gentry Way (2018)

MIKE WILHELM, PE | Project Manager

Mike is a native Nevadan and has more than 21 years of civil and aviation engineering experience as a project engineer, project manager, and principal engineer. Mike's projects have included apron, taxiway, and runway design and rehabilitation; drainage; utilities; roadway; and site civil engineering throughout Nevada and California.

Mike served as president of the ASCE Nevada Section in 2018 and was a member of the Committee for America's Infrastructure in 2014 and 2015. In 2012, Mike was recognized for his community leadership as a recipient of the Twenty Under 40 Award, presented by the Reno-Tahoe Young Professionals Network and the Reno Gazette-Journal. He was also honored as the 2007 Young Civil Engineer of the Year by the ASCE Truckee Meadows Branch.

RELEVANT EXPERIENCE

Rehabilitation of Runway 01-19 and Taxiways Yerington Municipal Airport, NV

Rehabilitation of approximately 650,000 sf of runway and taxiway pavement. Work included pulverization of existing composite surface, cement treated base, asphalt concrete paving, and striping/marking. Project was completed under budget and ahead of schedule.

Reno/Tahoe International Airport, NV (Cont.)

- » Landside Parking Lot Rehabilitation (2019)
- » Dassault Aircraft Services Landside Parking Lot Expansion (2019)
- » Dassault Aircraft Services Hangar Expansion/Training Room (2019-2020)
- » Dry Creek Rehabilitation (2020)

Reno-Stead Airport, NV

» East Apron Drainage Improvements (2019)

Oakland International Airport, CA

- » East Apron Phase 3 Rehabilitation, South Field (2008-2009)
- » Terminal 1 Mechanical Building/Central Utility Plant (2009-2011)
- » Terminal 1 Electrical Substation and Life Safety Generator (2009-2011)

AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

SHANE DYER, PE | Principal-in-Charge



Professional Registrations

Professional Engineer Nevada, Idaho, Utah,

..... Education

MS, Civil Engineering, BYU, 2005

MS, Minor, Business Management, BYU, 2005

BS, Civil Engineering, USU, 2004



Professional Registrations

Professional Engineer Nevada, Idaho, Utah

..... Education

BS, Civil Engineering, University of Idaho, 2010



is a Senior Project Manager and Public Outreach Coordinator for the team. Shane is also the current Treasurer of the Nevada Airports Association. Shane has had the opportunity to work on several airports over the years and has gained a thorough expertise on FAA requirements and practical engineering implementation leading to successful construction on airfields. Shane's broad experience allows him to understand projects holistically from geotechnical investigation, storm water controls, and geometric design of airfield facilities, to paving, complex utility conflict resolution, and construction management.

In 2014, Shane was named ASCE Young Engineer of the Year for his continued excellence and innovative design, and in 2017 he was named one of Reno's 20 under 40 for excellence in business.

RELEVANT EXPERIENCE

Reno-Tahoe International Airport, NV

- AOA Security Fence Improvements 33 (2018-Current)
- Gate 170 Access Road (2018) 33

Dunsmuir Municipal-Mott Airport, CA

- Runway 14-32 Reconstruction Design (2018 - 2019)
- Pavement Management and Maintenance Plan (2017)

Reno-Stead Airport, NV

Aircraft Parking Apron/Concrete Pads (2016 - 2018)

Creech Airforce Base, NV

Apron Lighting (2017-2018)

Fallon, NV

- Rattlesnake Reservoir Improvements (2018 - 2020)
- Fox Peak Roadway and Roundabout >> Design (2015-2016)

DAVID MEYER, PE | Airfield Design/Construction Administration

David started at J-U-B in 2009 working for the Construction Engineering Group before transitioning full time to the Airport Group in 2014. David has worked on a wide variety of construction projects as a construction inspector. Since receiving his PE license in 2014, David has expanded his role to include Project Engineering tasks such as project management, contract administration, submittal review, and project close-out. His responsibilities have also expanded to include project and grant procurement, airfield design, and project coordination.

David will provide his experience with airfield design on your varied projects, and will lead the construction administration team.

RELEVANT EXPERIENCE

Austin Airport, NV

- Construct Access Road (2020) X
- Construct Hangar Taxilane (2020) >>
- Install Fueling System (2018)))
- Pavement Rehabilitation (2017) >>

Battle Mountain Airport, NV

- Realign Taxiway C (2018) >>
- Relocate Wind Cone (2018) >>
- Rehabilitate Airfield Pavement (2016) »

Nampa Municipal Airport, ID

- Construct Hangar Taxilanes (2020) >>
- Rehabilitate Airport Runway, Parallel Taxiway, and Connectors (2017)

Caldwell Industrial Airport, ID

- Rehabilitate Runway 12-30 and Connector Taxiways (2019)
- Rehabilitate GA Apron, Install Taxiway Lighting, Rehabilitate Runway Lighting (2019)

Mountain Home Airport, ID

- Rehabilitate GA Apron (2018) >>
- Runway 10-28 Reconstruction and >> Parallel Taxiway Rehabilitation (2015)

Magic Valley Regional Airport, Twin Falls, ID

- NE Taxiway-Phase I (2018-2019)
- Taxiway A Rehabilitation (2016-2017)



AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

Below you will find brief resumes of the rest of our Key Personnel hand picked for the Fallon Municipal Airport team. This team has worked together on a number of successful projects. Each of them has the experience and knowledge needed for not only your anticipated projects but any project or issue that should arise.

	KEY TEAM MEMBER	EXPERIENCE AND RESPONSIBILITIES
R	CHUCK A. LARSON, PE QA/QC/Airfield Design	Chuck has more than 30 years of airport engineering and planning experience from airfield projects including runway, taxiway and aprons, to landside projects such as hangars, access roads, terminals and infrastructure. As QA/QC Manager, Chuck will use that vast experience to guide our team to the best solutions and products that provides quality projects for the Fallon Municipal Airport. His most recent management project is the Tri-Cities Airport's Taxiway A Rehabilitation and Realignment.
	MARTI HOGE, MA Environmental Group Mgr	Marti has 12 years experience as an aviation environmental specialist. Every FAA project has some type of required environmental component. Marti will manage and compile the needed environmental documentation to keep your projects moving forward. She has been working closely with the Phoenix ADO on environmental clearances for more than 7 years.
	NEAL FRASER, GIS GIS/AGIS Specialist, Aviation Planner	Neal has 17 years of experience working with GIS, 10 of which have been focused on the FAA's Airports GIS program. He will manage GIS and AGIS services on a variety of projects as they occur at the airport as well as coordinate the corresponding land and aerial survey efforts. Neal is a recognized NGS expert in developing AGIS projects meeting their requirements.
	BRYAN BYRNE, PE Airfield Design/Construction Observation	Bryan has expertise in roadway design, pavement rehabilitation, site development and grading. He has 7+ years of civil engineering as a project engineer and construction management. Experience working on nearby airports such as Dunsmuir, CA, Reno-Tahoe Airport, NV; in which, included runway reconstructions and onsite development.
	ANTHONY YOCCA, EIT Airfield Design/Construction Observation	Anthony has 3 years of airfield design and construction observation experience working with J-U-B's Aviation Services Group. Anthony will provide both of these services on your airport projects. He is well versed in FAA contract language and specifications. His most recent experience is the Apron Reconstruct and Expand Project at Lander County's Battle Mountain Airport.
	SHAWN DULIN Aviation Designer	Shawn has 16 years of experience as a CAD designer. Shawn has been the lead designer on Aviation projects, including the designs for Battle Mountain and Austin Airports. Shawn will also be available to assist with Construction Observation on the Fallon Municipal Airport projects as needed and is also a licensed private pilot giving him added perspective.

SUBCONSULTANTS

J-U-B has partnered with Lumos & Associates and Dinter Engineering, two highly-qualified and regionally experienced consultants, to meet the needs of the Airport. The J-U-B team has worked closely with these companies on past successful airport projects.



Lumos & Associates was established in Nevada's capital, Carson City with offices in Fallon, Reno, and Lake Tahoe. Lumos currently employees 85 employees in 4

Nevada offices. Specializing in Surveying, Geotechnical and materials testing services, Lumos will assist J-U-B with projects at the Fallon Municipal Airport.



STEVEN MOON, PE LUMOS PROJECT MANAGER

Steven has over 27 years of experience in civil engineering. He has managed projects that include multi-phase roadway and pedestrian enhancement projects in Washoe, Lyon and Churchill counties;

public facilities and civil site improvements, commercial sites for warehousing, retail businesses, and restaurants; construction management on bridge structures, storm drain and flood control structures, sewer and water utilities, and various airfield projects including various project for the Naval Air Station (NAS) in Fallon, Nevada. Steven has also worked in the public sector as Principal Materials Engineer, managing the District 1 materials laboratory for the Nevada Department of Transportation (NDOT).







Dinter Engineering Company is a Small Business based in Reno, Nevada, which provides

electrical consulting engineering services and includes a dedicated Airfield Electrical Department for airfield power, lighting, signage and NAVAIDS systems. Dinter's staff currently numbers 12 and has professional engineering licensing in 11 states, in additional to having professionals engineers on staff we have project managers, designers, CADD and Revit[®] BIM technicians, and administrative personnel with many years of experience. The firm began operations in Reno, Nevada, in 1961.

Dinter is a nationally recognized airfield electrical design firm who has engineered close to 700 airport projects in the past 59 years for 141 airports/airfields across the country for not only major runway/taxiway/terminal projects but also small rehabilitation and repair/maintenance-type jobs. The firm has designed hundreds of projects involving all types of airfield power, lighting, signage and control systems.

Dinter will assist with electrical needs for both Design and Construction projects.



TIM PROCKISH, PE DINTER PROJECT MANAGER

Tim is manager of Dinter's Airfield Electrical Department and has more than 30 years of experience in electrical project management, design and construction support services. His considerable airfield project experience

includes work for 64 airports and 10 military air bases in 15 states.

Tim has designed all types of electrical systems including communications infrastructure items such as security, telephone, local area network (LAN), fiber optics, information display, and fire alarm systems, power distribution, building electrical systems, roadway and interior lighting and airfield power, lighting and NAVAID systems.



AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

3. CAPABILITY TO PERFORM ALL OR MOST ASPECTS OF AIRPORT PROJECTS AND RECENT EXPERIENCE IN COMPARABLE PROJECTS

The list of potential projects that the Fallon Municipal Airport is considering will require a consultant team that has a broad range of capabilities. With this in mind, we developed our J-U-B Project Team. J-U-B has been providing airport design and construction engineering, planning, and environmental services in this region for over 40 years. Our team is well-versed in airport work, from planning and preliminary design to final design and construction administration. We have the proven ability to provide all of the consulting services required to successfully complete your airport projects from start to finish. J-U-B does not simply focus on the individual projects. We work with our clients constantly to look at the bigger picture, to identify solutions to their everyday challenges, and to build a long-lasting professional relationship. Our goal is to become a professional resource that you can count on to provide you the correct information, in a timely manner, and with your best interests in mind. In addition to our aviation expertise, J-U-B offers a broad range of civil/aviation engineering services in-house that may apply to your projects.

Our extensive aviation expertise includes...

ENGINEERING

- ✤ Airfield Pavement Construction, Rehabilitation, and Reconstruction
- + Taxilanes, Aprons, and Helipads
- → Pavement Maintenance
- Safety Area Improvements
- → Runway and Taxiway Lighting (MIRL & LED)
- → Fueling Facilities (100LL & Jet A)
- + Lighted and Unlighted Sign Systems
- + NAVAIDS, PAPI's, and Wind Cones
- ➔ Beacon Towers
- → Hangar Area Development
- → SRE Storage Buildings
- → SRE and Equipment Procurement
- → Wildlife and Perimeter Fencing
- ✤ Infrastructure and Utilities

CONSTRUCTION ENGINEERING

- ✤ Construction Administration
- + FAA Compliance Administration
- ✤ Construction Cost Estimating
- → Construction Observation

PLANNING AND ENVIRONMENTAL

- → Airport Master Planning
- + Land Use Planning
- ✤ Financial Analyses
- → AGIS/eALP
- → Land Acquisition Services
- Environmental Assessments/EIS
- → Categorical Exclusion Checklists
- → NEPA Documentation

GENERAL ADMINISTRATIVE AND FUNDING

- → State and Federal Grant Applications and Administration
- → Alternative Funding Sources
- → DBE Programs/Goals/Annual Reports

PUBLIC INVOLVEMENT

- → Public Meetings
- + Conflict Resolution
- → Community Involvement
- + Press Releases

FALLON MUNICIPAL AIRPORT AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

RECENT EXPERIENCE OF SIMILAR PROJECTS

Below is a summary table showing airports with recent projects similar to those proposed at the Fallon Municipal Airport.

Airport Name	Hangar / Taxilane Development	Access Road Construction	Lighting, Signing, NAVAIDS	Land Acquisition	Environmental Studies	ARFF or SRE Equipment Procurement	ARFF or SRE Building
Austin Airport Austin, NV	23	2			8-3		
Battle Mountain Airport Battle Mountain, NV	20		23		23		
Reno- Tahoe Airport Reno, NV		23			23		
Reno-Stead Airport Stead, NV					20		
Dunsmuir Municipal-Mott Airport Dunsmuir, CA			23		20		
Boundary County Airport Bonners Ferry, ID				23	23		
Buhl Municipal Airport Buhl, ID	23				23		
Caldwell Industrial Airport Caldwell, ID	23		23		2-3		
Challis Airport Challis, ID			e s		2-3		
Jerome County Airport Jerome, ID			23		23		
Magic Valley Regional Airport Twin Falls, ID	23	el >	8-3		23	20	2
Mountain Home Airport Mountain Home, ID		23	23		23		
Nampa Municipal Airport Nampa, ID	8-3			23	23		
Sandpoint Municipal Airport Sandpoint, ID				2	23		
Weiser Municipal Airport Weiser, ID	23	e s			20		e A
Ontario Municipal Airport Ontario, OR	200		2/2		20		
Roosevelt Municipal Airport Roosevelt, UT			23		20		
Prosser Airport Prosser, WA	23		23	2/3	23		

AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

Airport Name	Hangar / Taxilane Development	Access Road Construction	Lighting, Signing, NAVAIDS	Land Acquisition	Environmental Studies	ARFF or SRE Equipment Procurement	ARFF or SRE Building
Richland Airport Richland, WA	23				20		
Tri-Cities Airport Pasco, WA	23	2	20	2	20	23	23
Sunnyside Airport Sunnyside, WA	23						
Lake Chelan Airport Chelan, WA				23	2-3		
Anderson Field Airport Brewster, WA			23		20		
Deer Park Municipal Airport Deer Park, WA	20	23	23		20	20	
Dorothy Scott Airport Oroville, WA					23		
ldaho County Airport Grangeville, WA					23		
Omak Municipal Airport Omak, WA			2 3		23		
Pullman-Moscow Regional AirportPullman, WA		<u></u>		2	20	23	23
Rosalia Municipal Airport Rosalia, WA	23	e s	20		23		
Spokane Airports Spokane, WA		2 3					
Walla Walla Regional Airport Walla Walla, WA					23	e s	
Waterville & Mansfield Airports Port of Douglas County, WA			2-3			dated *	
Wilbur Municipal Airpor Wilbur, WA						23	
Yakima Air Terminal Yakima, WA			200		23		
Big Piney Marbleton Airport Big Piney, WY			23		23	23	
Kemmerer Municipal Airport Kemmerer, WY			20		2-3	23	



AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

RECENT RELEVANT EXPERIENCE

We've highlighted projects that are relevant and applicable to the future needs and services at the Airport. Our past experience and proven track record on these projects will help translate into success for your projects.

MIRL/PAPI/WIND CONE

REALIGN TAXIWAY C, RELOCATE WIND CONES, HOLD BARS, AND SIGNS, AND CHANGE RUNWAY DESIGNATORS

BATTLE MOUNTAIN AIRPORT, LANDER COUNTY, NV



The primary purpose of this project was to address several safety and compliance issues identified at the Battle Mountain Airport. The intersection of Taxiway C and Runway 12 was significantly less than 90 degrees, creating a line-of-sight issue for aircraft waiting at the hold bar to access the runway and reducing the overall safety of the airport. The location of the primary lighted wind cone and segmented circle and two (2) secondary unlit wind

cones on Runway 3-21, which were located within the Runway Object Free Area (ROFA) and needed to be relocated. The holding position for Runway 3-21 was moved from 250 feet from centerline to 295 feet based on changes to the FAA Advisory Circulars and the hold bars and guidance signs had to be relocated. Finally, both runway designations needed to be changed due to magnetic declination shifts to more accurately match the true bearings

REFERENCE

Bert Ramos, County Manager (775) 635-2885 bramos@landercountynv.org

SUMMARY

- Schedule Performance: Completed on Schedule
- Budget Performance: Completed Under Budget
- Completion Date: October 2018

RELEVANCE TO FALLON

- Taxiway Construction
- Wind Cone and Segmented Circle Replacement
- Environmental Assessment
- Construction Observation

of the runway ends. Due to the variability in hold bar sign types around the airfield, the hold bar signs on both runways were replaced in conjunction with the change in runway designations.

Project phasing was established through coordination with airport and BLM personnel to limit impact to the BLM firefighting base during fire season. Construction began in early September 2018 and was completed in late October. The phasing allowed for construction in a single season while ensuring that at least one runway was open throughout the project. Through consistent coordination and cooperation between the Owner, the Engineer, the Contractor, and the BLM, the project was completed a week ahead of schedule and under budget.

RECONSTRUCT RUNWAY 17-35 AND PARALLEL TAXIWAY, NEW MIRL LIGHTING SYSTEM, AND INSTALL RUNWAY 17 PAPI CHALLIS MUNICIPAL AIRPORT, CHALLIS, ID

Challis Airport, with support from J-U-B, worked with the FAA Helena Airports District Office to expand an existing project to include reconstruction of Runway 17-35, the Parallel Taxiway, and connector taxiways, **PAPI**, and replacement of the existing **MIRL runway lighting system.** The runway and parallel taxiway pavements sorely needed rehabilitation. Due to runway grade changes, replacing the existing edge lights in conjunction

with the runway reconstruction was necessary. Supplemental Appropriations funding was announced in May 2019 and construction was completed in July 2020.

Project Highlights:

- » Major Pavement Rehabilitation and Edge Lighting Construction with significant construction phasing
- » Project competed for and captured discretionary (Supplemental) funding

REFERENCE

Michael Barrett, Mayor, 208-879-2386, charlegmane@custertel.net

SUMMARY

- Schedule Performance: On Schedule
- Budget Performance: On Budget
- Completion Date: July 2020

RELEVANCE TO FALLON

- Taxiway Reconstruction
- Replaced MIRL System with LED
- Replaced PAPI
- Environmental Assessment
- Construction Observation

AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

REHABILITATE RUNWAY 7/25, PARALLEL TAXIWAY AND MIRL SYSTEM ROOSEVELT MUNICIPAL AIRPORT, ROOSEVELT, UTAH



This \$8.61 million project consisted of the design, bidding and construction services to rehabilitate the existing 6,500 LF Runway 7/25, **Runway MIRL LED Lighting and Navaid upgrades,** new Runway End Connectors w/ Runups, drainage improvements, and a new full-length parallel taxiway with associated taxiway edge lighting and drainage improvements.

Construction is expected to be completed over the 2019/2020 construction seasons.

Originally, only the Runway Rehabilitation and Runway End Connectors/Runups were funded under AIP and Supplemental Apportionment funding. As such, the project was designed to remain flexible to accommodate possible limited available construction funding, with the ability to add additional portions of work should additional funding become available. To position the project for potential additional sources of funding, Roosevelt City took a risk by using local funds for the design of the new full-length Parallel Taxiway A, Precision Approach

REFERENCE

Howard Harding, Airport Manager (435) 724-0539 airport@ubtanet.com

SUMMARY

- Schedule Performance: On Schedule
- Budget Performance: On Budget
- Completion Date: Summer 2020

RELEVANCE TO FALLON:

- Runway Reconstruction
- Taxiway Construction
- MIRL Replacement (LED)
- Environmental Assessment
- Construction Observation

Path Indicators (PAPI) system replacement and runway underdrain system. J-U-B assisted the City in applying for a Supplemental Apportionment grant to cover 100% of the construction cost. They were selected for the grant in spring of 2019.

RUNWAY RECONSTRUCTION 14/32 DUNSMUIR MUNICIPAL - MOTT AIRPORT, DUNSMUIR, CA



This project involved design for the reconstruction of 2,800 feet of Runway 14-32, 535 feet of Runway 14-32 overrun, 100 feet of Taxiway T1, and 100 feet of Taxiway T2 pavement that reached the end of its useful life. This project included the installation of a **Precision Approach Path Indicator (PAPI), Medium Intensity Runway Lights (MIRL),** and drainage

improvements to meet FAA design standards. Project design scope included topographic survey of the project areas and geotechnical investigations. Approximately 23,500 square yards of pavement will be reconstructed as a part of this project. The project is funded for construction in FY2021.

RUNWAY MIRL LIGHTING REPLACEMENT CALDWELL INDUSTRIAL AIRPORT, CALDWELL, ID



J-U-B was able to fast track the design and bidding of this project so that the Airport could receive FAA funding a year earlier than originally scheduled. The Airport received an FAA Grant for \$1.3 million for this project which **consisted of replacing the existing MIRL runway lighting,** rehabilitating over 6 acres of asphalt pavement on the West GA Apron as well as installing new taxiway lighting.

The existing Runway 12/30 edge lighting system was installed in 1987 when the runway was constructed. Six threshold lights were installed on each end of the runway at that time. Based on current design standards, eight threshold lights are required for non-precision instrument approaches for MIRL. To make the runway lighting consistent with current design standards, two additional threshold lights were installed on each runway end. Because of

REFERENCE

Blake Michaelsen, Finance Director (530) 523-2177 bmichaelsen@dunsmuir.com

SUMMARY

- Schedule Performance: Awaiting Construction Funding
- Budget Performance: On Budget
- Completion Date: TBD
- OFI FUANOF TO FALL
- RELEVANCE TO FALLON:
- Runway Reconstruction
- Taxiway Construction
- MIRL Replacement (LED)

REFERENCE

Rob Oates, Airport Manager (208) 459-9779 roates@cityofcaldwell.org

SUMMARY

- Schedule Performance: Completed on Time
- Budget Performance: Completed within the
- Construction Budget - Completion Date: 2016

RELEVANCE TO TCA - Runway MIRL Replacement - Taxiway Lighting

the age, poor results from the megger readings, and increased maintenance costs of the runway lighting circuit, the project also included replacing the aging runway edge lights, transformers, and conductor. This included installing amber/white lenses on the last two thousand feet of each runway as is required by design standards for non-precision runways.

TAXILANE EXAMPLES

CONSTRUCT HANGAR TAXILANE AUSTIN AIRPORT, LANDER COUNTY, NV



The Austin Airport does not currently have space available for users who wish to build a new hangar. As with most general aviation airports, growth is a top priority for Austin. The purpose of this project was to construct a taxilane to provide more spaces for hangar development consistent with the Airport Layout Plan (ALP) and associated Master Plan. The 300-foot long taxilane extends from the northeast side of the existing apron and is

the first phase of the ultimate hangar area development. The taxilane will serve a minimum of two hangars to provide growth opportunity at the airport.

REFERENCE

Bert Ramos, County Manager (775) 635-2885 bramos@landercountynv.org

SUMMARY

- Schedule Performance: Design On Schedule

- Budget Performance: On Budget

- Completion Date: Summer/Fall 2021

RELEVANCE TO FALLON - Taxilane Construction

The FAA did not initially concur with the eligibility of the taxilane, citing concerns with the need for additional development space. J-U-B worked closely with the Owner and the Airport Board staff to document this need, citing specific requests for hangar development space from prospective developers as well as the County's Supplemental Appropriations application to fund hangar construction. The County also cited the hangar development that was self-funded at the Battle Mountain Airport to show the County's interest in growth at their airports. After review of the provided documentation, the FAA concurred with the eligibility of the taxilane.

The taxilane is located within the structural limits of the old parallel taxiway that served the now-defunct crosswind runway. A geotechnical subsurface investigation was conducted to determine if the existing base section was suitable for reuse, but it was determined to be inadequate for frost protection. Construction of the full-depth section was therefore deemed necessary.

CONSTRUCT HANGAR TAXILANES NAMPA MUNICIPAL AIRPORT, NAMPA, ID



With a long list of interested parties, the Nampa Municipal Airport was in desperate need of additional accessable lots for hangar construction. A taxilane extension project was not scheduled for funding until Fiscal Year 2020 according to the ACIP; however, the Airport worked with the FAA Helena ADO to identify and secure funding for the design, bidding, and construction of four hangar taxilanes in FY 2019. The project was separated into three bid

schedules due to limited funding. J-U-B reached out to several local contractors during the bidding process, which resulted in a low bid that allowed the Airport to award and construct the entire project.

REFERENCE

Monte Hasl, Airport Superintendent (208) 468-5823 haslm@cityofnampa.us

SUMMARY

- Schedule Performance: Completed on Schedule - Budget Performance: Completed on Budget - Completion Date: April 2020

RELEVANCE TO FALLON - Included Environmental Determination - New Taxilane Construction

Construction began in late August 2019 and was substantially complete in October 2019. The project was finalized in April 2020 once the final pavement markings are placed. Local developers are extremely pleased with the Nampa Airport's efforts to accelerate the project schedule and have already reserved all of the new lots made available.

TAXILANE L CONSTRUCTION JOSLIN FIELD - MAGIC VALLEY REGIONAL AIRPORT, TWIN FALLS, ID



The previous Master Plan Update envisioned cargo operations development North of the hangar area of the airport adjacent to the access road. With the recent FedEx expansion facility, those needs were met. However, the larger aircraft provided by FedEx created conflict within the existing general aviation area between the larger and smaller aircraft. This conflict identified a need to conduct some followon planning and stakeholder facilitation in the interim until the next Master Plan Update.

J-U-B initiated informal discussions with existing stakeholders who wanted the area to remain a small GA environment, while newer stakeholders were looking for larger aircraft

hangar opportunities. The project team generated nine (9) different options for stakeholder review and comment. A public open house was conducted to gain feedback. Based on stakeholder input, a preferred option was selected which identified a separation between larger and smaller aircraft, including a C-III taxiway, B-II Taxilane and large public cargo apron.

Based on the Preferred Alternative, J-U-B developed an infrastructure plan, identifying taxilane, taxiway, apron, stormwater, water, sewer, power, internet, and telephone. J-U-B also led the effort to pursue Supplemental FAA funding for the Taxiway and Apron improvements. As a result, Magic Valley received more than \$6.8 million for Taxiway, Taxilane, and Apron work which is ongoing this year.

ACCESS ROAD EXAMPLES

AUSTIN ACCESS ROAD AUSTIN AIRPORT, LANDER COUNTY, NV



The existing gravel Austin Airport access road is nearly 4,500 feet from Highway 722 to the Pilot's Lounge and experiences the same rideability issues that plague most gravel roads. The purpose of this AIP-funded project was to improve the road and reduce the costly maintenance of the gravel surface. The existing gravel road was constructed as part of a previous AIP project in 2008 but the airport did not have enough funds for asphalt

paving. A geotechnical subsurface investigation showed that the existing roadway section, which includes subgrade separation fabric and 24 inches of base aggregate, was sufficient to accommodate the roadway loading and protect the surface from frost heave. It was determined that the most appropriate course of action was to simply grade and recompact the gravel surface and pave a single three (3) inch lift on top of the gravel. For the asphalt p

REFERENCE Bill Carberry, Airport Manager 208-733-5215 bcarberry@tfid.org

SUMMARY

- Schedule Performance: Design On Schedule
- Budget Performance: On Budget
- Completion Date: Summer 2019

RELEVANCE TO FALLON

- Taxilane Construction
- Taxiway Reconstruction
- LED Taxiway Lighting
- Construction Observation



REFERENCE

Bert Ramos, County Manager (775) 635-2885 bramos@landercountynv.org

SUMMARY

- Schedule Performance: Design Completed On Schedule
- Budget Performance: On Budget
- Completion Date: Summer/Fall 2021

RELEVANCE TO FALLON - Access Road Construction - NDOT Coordination - Environmental Assessment

the gravel surface and pave a single three (3) inch lift on top of the gravel. For the asphalt pavement, Sections 401 and 402 of the NDOT Standard Specifications were incorporated into the project and approved for use by the FAA.

This project included significant coordination with the NDOT Right-of-Way office, due to the existing access road tie-in to State Highway 722 and the establishment of a second airport access. Traffic controls plans and specifications were completed in accordance with NDOT requirements and, upon review, were found to be in compliance. This project is currently out to bid and will be constructed in Summer 2021.





GATE 170 ACCESS ROAD RENO-TAHOE INTERNATIONAL AIRPORT, NV



J-U-B created the design of pavement replacement for an asphalt access road that serves Gate 170 at Reno/Tahoe International Airport. The project was funded by the RTAA FY 2017-18 Capital Projects Budget. The Project elements include AC pavement, cement treated base, over-excavation of fine grain soils, striping, and loops for the access gate. The existing Portland Cement Concrete (PCC) curb & gutter and catch basins were in good condition and

were left protected in place. Construction safety and phasing plans were also prepared for the project. The contract documents included plans and technical specifications prepared to Orange Book Requirements, and opinions of probable construction cost

REFERENCE

Gary Probert, P.E, Manager of Engineering and Construction (775) 328-6459 gprobert@renoairport.com

SUMMARY

- Schedule Performance: On Schedule
- Budget Performance: On Budget
- Completion Date: 2018

RELEVANCE TO FALLON

- Fencing/Gates
- Access Road Construction

GAS STATION/CONVENIENCE STORE SITE PREP & ACCESS ROAD IMPROVEMENTS SPOKANE AIRPORT, SPOKANE, WA



J-U-B provided design services and construction management for the convenience store development-ready pad, access roadways and utilities. The airport had identified the need for automobile fueling and supporting amenities adjacent to the airport. Those services were provided remotely in Airway Heights, along the I-90 corridor, or in downtown Spokane. The site is located between Inbound and Outbound Airport Roads immediately north of the terminal area. The site layout was also planned to accommodate a future cell phone parking lot and the roadway between Inbound and Outbound Airport Roads will allow vehicles to return to the terminal area.

J-U-B's initial task consisted of a traffic study to evaluate the need for acceleration and deceleration lanes off of Inbound and Outbound, to locate the C-Store access road location, and also to help confirm demand, particularly for fueling of rental car returns. The study

REFERENCE

Lisa Corcoran, Project Manager (509) 808-6577 Lcorcoran@spokaneairports.net

SUMMARY

- Schedule Performance: Design Completed on Time
- Budget Performance: Completed on Budget
- Completion Date: Summer / Fall 2019

RELEVANCE TO FALLON - Access Road - Environmental - Construction Observation

identified a continuous deceleration and merge lane on Inbound from the C-Store site to Flint Road, a deceleration lane on Outbound to the C-Store site and an acceleration lane on Outbound to accommodate fuel trucks. The work on Inbound necessitated replacement of the large overhead sign array with a structure spanning the widened roadway using footing designs based on the shallow depth to bedrock.

The scope of the project included site grading and drainage, roadway improvements and signage, installation of water, sewer, power, and fiber optic, landscaping and irrigation, and site lighting. The water and gravity sewer accommodates additional building lots in the vicinity. The layout of the convenience store, gas station, and cell phone lot were designed around basalt outcrops on the site.

AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

SNOW REMOVAL EQUIPMENT/BUILDINGS

SNOW REMOVAL EQUIPMENT (SRE) BUILDING WEISER MUNICIPAL AIRPORT, WEISER, ID



The purpose of this project was to construct a snow removal equipment (SRE) building to house SRE trucks and various attachments used on the airfield. The 45' x55' building served to not only protect the equipment from the weather but also to provide more accessibility and reliability of use during the winter months, thereby increasing the overall airport safety.

Construction of the SRE Building began in Fall 2018. Due to the long lead time on the steel package for the building, work was shut down until Spring 2019. The Contractor erected the

REFERENCE

Mike Campbell, Public Works Director (208) 414-1965 mike.campbell@cityofweiser.com

SUMMARY

REFERENCE

SUMMARY

Buck Taft, Airport Director (509) 547-6352

bucktaft@portofpasco.org

- Completion Date:2012

RELEVANCE TO FALLON

- Snow Removal Equipment Procurement

- Sand Storage Building

- Schedule Performance: Completed on Time

- Budget Performance: Completed under Budget

- Schedule Performance: Completed on Time

- Budget Performance: Completed within the Construction Budget

- Completion Date: 2019

RELEVANCE TO FALLON - SRE Building

building and installed insulation; completed the interior electrical wiring; installed the bay doors, overhead lights, electrical outlets, and radiant heaters; and installed the propane tank and piping system.

SNOW REMOVAL EQUIPMENT (SRE) AND SAND STORAGE BUILDING TRI-CITIES AIRPORT, PASCO, WA



Tri-Cities Airport has long had a 3-sided steel building for the storage of sand to be used for snow removal during winter storms. The building was undersized though. It held enough sand for one average snowfall event, but if back-to-back storms occurred, then crews would run out of sand. In recent years, there have been times when the airport was forced to order sand during a weather event because they ran out. These emergency orders came at premium costs.

The new building sits in the same location as the old one did. It is a 60'x80' pre-engineered

the old one did. It is a 60'x80' pre-engineered steel building. The increase in size and site restrictions required that the Port modify a lease with an adjacent tenant and move relocate their fence. Otherwise, site modifications were minimal. Project design involved coordination with the City of Pasco building department, who in turn liaised with City planning, engineering and

operations departments. The Contractor was required to purchase a building permit from the City. The contract included a performance specification for the building itself in which key features of the building were specified but the actual structural design of the building and foundation became the responsibility of the Contractor.

Shortly thereafter, J-U-B developed procurement specifications and contract documents for bidding a 1,500-gallon Air Rescue and Fire Fighting (ARFF) Vehicle and snow removal equipment (SRE) vehicle procurement.



SNOW REMOVAL EQUIPMENT KEMMERER MUNICIPAL AIRPORT, KEMMERER, WY



This acquisition of new Snow Removal Equipment (SRE) consisted of a 350 HP truck with 8-ft dump body, 12-ft reversible plow attachment and radios for the Kemmerer Municipal Airport, located in Kemmerer, Wyoming.

Procurement for this project stepped outside the usual methods for Airport equipment. In October

2018, WYDOT requested bids for 17 each new Class 8 Cab and Chassis trucks and 8-ft Dump Body, eight new 12-ft Plow attachments for use by the Highway Department for Snow removal on Wyoming State Highways. J-U-B coordinated with the low bidder for the WYDOT procurement of the trucks who offered the same pricing to various municipalities and local

REFERENCE

Brian Muir, City Administrator (307) 828-2350 bmuir@kemmerer.org

SUMMARY

- Schedule Performance: Completed on Time
- Budget Performance: Completed within the Budget
- Completion Date: Fall 2019

RELEVANCE TO FALLON - Snow Removal Equipment

WY governments throughout the State. After initial review of the WYDOT equipment specifications and discussion with WYDOT Aeronautics, it was determined that the equipment met FAA requirements for airport specific SRE with some minor modifications. Over \$80,0000 was saved by "piggy-backing" on another larger scale contract within WYDOT for similar equipment.

ENVIRONMENTAL ASSESSMENT / LAND ACQUISITION

ENVIRONMENTAL ASSESSMENT NAMPA AIRPORT, NAMPA, WA



J-U-B's Environmental Team performed an Environmental Assessment to mitigate incompatible land use within the Runway 11 Runway Protection Zone (RPZ) at the Nampa Municipal Airport. The proposed action involved a property purchase of 6.7 acres of privately held land located within the RPZ. Under the proposed action the existing buildings located on the land would be demolished with no other

REFERENCE

Monte Hasl, Airport Superintendent (208) 468-5823 haslm@cityofnampa.us

SUMMARY

- Schedule Performance: Completed on Time
- Budget Performance: Completed within the Construction Budget
- Completion Date: Ongoing
 RELEVANCE TO FALLON

improvements planned to follow the land purchase.

An extensive public involvement was completed throughout the process including a public - Environmental Assessment meeting held on in August of 2018 to discuss the Proposed Action. No agency or public comments were received during the open house. A draft EA was made available for public review in May of 2020.

RUNWAY 12 END LAND ACQUISITION TRI-CITIES AIRPORT, PASCO, WA



J-U-B assisted with the acquisition of 35 acres off the end of Runway 12. The Land Acquisition was accomplished in accordance with FAA and guidelines. The Port discovered that a developer had platted and building residential homes off the end of the runway in an area that may be needed for future extension of the runway long term. They felt it was in their best interest to

acquire the property before the homes were built and the costs got higher. J-U-B assisted with the acquisition of the property to include surveys, appraisals, review appraisals, Phase 1 environmental audit and negotiations. The acquisition included an Avigation Easement over the remaining 150 acres of residential property adjacent to the airport.

REFERENCE

Buck Taft, Airport Director (509) 547-6352 bucktaft@portofpasco.org

SUMMARY

- Schedule Performance: Completed on Time
 - Budget Performance: Completed under Budget
 - Completion Date:2012

RELEVANCE TO FALLON - Land Acquisition

It was critical that the acquisition was completed within 12 months, since the developer was moving forward with more building development. Project was acquired from the developer within 6 months of the allocated timeframe.

J-U-B ENGINEERS, Inc.

AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

4. CURRENT WORKLOAD AND DEMONSTRATED ABILITY TO MEET SCHEDULES & DEADLINES

We pride ourselves on staying within your schedule for both engineering and construction. We know that you have made commitments to your constituents and airport operators.

At the onset of each project, we develop a scope of services and consulting services budget, along with a corresponding schedule that accurately reflects the individual tasks and time commitment needed to accomplish the overall project. These provide the foundation necessary to monitor the progress on a regular basis to ensure that critical milestones are met.

From the beginning, clear objectives are established by each project team member, the Airport and Airport Staff. All team members have their task responsibilities clearly defined so the required work efforts are performed efficiently and effectively. Our experience has shown that frequent communication between team members and the client is essential for successful project completion. Key personnel make schedules and budget commitments and, thereby, accept ownership of the timeline and cost constraints associated with their tasks.

We communicate our progress on a regular basis and discuss any adjustments that may be necessary to keep the project on track. Project schedules showing significant milestones will be provided to you and all members of the J-U-B project team to instill personal accountability for all project elements. For major project efforts, weekly project team meetings are conducted to monitor budget and work progress and to prepare a "two week ahead" view of project elements to ensure resources are available to meet work demands.

A Budget Control and Schedule Compliance Matrix is provided in Section 8, where you can see that more than 90% of our projects are completed on time and within budget.

CURRENT A & E PROJECTS	Mike Wilhelm, PE	Shane Dyer, PE	David Meyer, PE	Chuck Larson, PE	Bryan Byrne, PE	Anthony Yocca, ElT
AUSTIN AIRPORT Access Road & Taxilane Construction	X		X		X	X
BATTLE MOUNTAIN AIRPORT Apron Construction & Taxiway Realignment	X		X		X	X
RENO-TAHOE INTERNATIONAL AIRPORT Dry Creek Rehabilitation	X	X				X
FALLON PAIUTE-SHOSHONE COVID Portfolio Projects	X	X			X	
CITY OF SPARKS G and Shriver Rehabilitation					X	
RTC WASHOE Lemmon Drive Rehabilitation					X	
NEVADA DIVISION OF WILDLIFE Cave Creek Dam Rehabilitation		X			0	
MAGIC VALLEY/TWIN AIRPORT Apron and Taxiway Construction			X			
CALDWELL AIRPORT Rehabilitate Taxiway & Lighting			X	_		
SALT LAKE INTERNATIONAL AIRPORT Terminal Redevelopment				X		
AVAILABILITY FOR WORK AT FALLON MUNICIPAL AIRPORT	40%	25%	25%	20%	30%	30%

AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

5. QUALITY OF PROJECTS PREVIOUSLY UNDERTAKEN AND CAPABILITY TO COMPLETE PROJECTS WITHOUT HAVING MAJOR COST ESCALATION OR OVERRUNS

CONTROLLING DESIGN BUDGET

Communication is a key component to the success of any project. One of the first steps will be to meet with the City Engineer, funding agencies (such as the FAA and NDOT), and key staff in a scoping meeting to establish the level of effort and to verify assumptions and expectations for the project. This initial line of communication is critical to make sure our negotiated fees meet your expectations and that you will be confident and comfortable with the scope of work and budget of each project.

J-U-B uses Deltek Vision[®] resource management software to develop budgets and implement cost control for our projects. We have nearly instant access to costs for projects similar to the types of projects you are contemplating. This, in combination with our past airport engineering experience and initial scoping meeting with your staff, allows us to know what J-U-B resources are required in order to successfully complete your projects. This way, neither you nor J-U-B will be "surprised" should extra costs be required during the course of the project.

CONSTRUCTION BUDGETING AND COSTS

We pride ourselves on **staying within your schedule for both engineering and construction.** At the onset of each project, we develop a scope of services and consulting services budget, along with a corresponding schedule that accurately reflects the individual tasks and time commitment needed to accomplish the overall project. These provide the foundation necessary to monitor the progress on a regular basis to ensure that critical milestones are met.

Establishing realistic construction budgets is critical to the success of any project. This includes accurate cost estimating of projects. Last minute bid opening "surprises" that exceed the project budget amount can create significant project delays and can negatively impact the airport's financial ability to construct projects.

We also avoid surprises by engaging Contractors during the early stages of the design process to determine material availability, changes in equipment technology, as well as labor and market conditions. We focus on providing well defined and detailed construction documents that place a high emphasis on constructibility and accurate computations for construction quantities. The end result is a set of construction documents that reduces risk not only to the airport owner, but also to the Contractor, resulting in reduced bid contingencies and costs while helping to minimize potential change orders. Lastly, we use strong communication and the proper personnel to promptly address issues that would potentially lead to cost overruns and work diligently toward an immediate resolution to the problem.

INTERNAL QUALITY CONTROL PROCESS

Another important tool J-U-B uses to meet schedules and deadlines is our Internal QA/QC Process.

J-U-B's current QA/QC procedures are extensive and continuous. The Project Manager and designated QA/QC manager is responsible to follow the process depicted below, which explains in more detail how our team will function during your projects. It starts with **understanding your goals and expectations;** then while we are performing, we will communicate with you regularly, making sure we are still on track.

Finally, **J-U-B stands by our work.** If we make a mistake that affects the construction project, our philosophy is to own up to it and fix it. Lingering over who is responsible only causes a deterioration in the Contractor and Client relationship and may cause delays in the project completion.

The figure below also demonstrates the process we follow to meet schedules and deadlines, and helps us identify any time and cost overruns for each project.



6. ABILITY TO FURNISH QUALIFIED OBSERVERS FOR CONSTRUCTION OBSERVATION

The J-U-B team provides construction phase services on all of our aviation projects. Services typically include taking a proactive lead role during the invitation for bid, preconstruction, and construction periods. We organize, manage, and narrate all prebid, preconstruction, and weekly construction meetings for the Owner. We also review shop drawings and other contractor submittals and respond to contractors' requests for information. We observe and monitor construction activities, document the construction activities daily and provide the FAA and Airport with a weekly progress report, field measure quantities and process monthly payments, prepare as-built drawings, coordinate punch list inspections, and coordinate and document materials testing. **Mike Wilhelm**, your Project Manager will work with **David Meyer**, **Bryan Byrne** and **Anthony Yocca** to provide constructability reviews of the plans and specifications during preconstruction to minimize potential issues. David, Bryan, and Anthony will then lead the project through the construction phase overseeing and providing full-time onsite construction observation. In addition, they will assist our construction administrators with the complete construction/ grant administration support that you deserve.

Our construction administration and observation staff will come out of our Reno office to reduce travel costs and enhance accessibility to the Airport and construction activities.



AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

7. FAMILIARITY WITH AND PROXIMITY TO THE AIRPORT

Work will primarily be performed in our team's Fallon and Reno offices.

Our Project Manager, Mike Wilhelm, will be leading our Reno-based team. Mike is intimately familiar with the Airport and surrounding areas, having recently worked on several local projects, and his primary goal is the continued success of the Fallon Municipal Airport. As shown in Section 1, our Team has a thorough understanding of the airport's priority projects.

Our Principal-in-Charge, Shane Dyer, will take the lead on projects as your Client Liaison from our Reno office.

We are available to attend meetings in a timely manner and/ or on short notice: Mike Wilhelm is only an hour away and ready for the call. **Steven Moon (Lumos) is only 5 minutes from the Airport and is available as an emergency contact for any issues that may arise.**

LEAD OFFICE - RENO OFFICE

9160 Double Diamond Pkwy Reno, NV 89521 775-852-1440

DESIGN AND CONSTRUCTION SUPPORT - RENO AND BOISE OFFICES

9160 Double Diamond Pkwy Reno, NV 89521 **775-852-1440** 2760 W. Excursion LN, Ste 400 Meridian, ID 83642 208-376-1029

PROJECT MANAGER, MIKE WILHELM, PE

(775) 741-1437 or mwilhelm@jub.com

PRINCIPAL-IN-CHARGE, SHANE DYER, PE

(775) 852-1440 or sdyer@jub.com

Our Team has an existing relationship with your **Fixed Base Operator**, **Fallon Airmotive**, **working with Walt and his staff** on projects and issues at the Battle Mountain and Austin Airports. **We have also worked closely with the Fallon Naval Air Station**, **an important relationship given their close proximity and shared airspace**. Our Team worked with Rob Rule and his staff in the development of the Austin Airport Master Plan in 2017/18 to address airspace concerns and other potential growth inhibitors. We have continued to maintain a dialogue with Fallon NAS as they continue to grow their presence in Lander County and their use of the Battle Mountain and Austin airports for training and simulations.

In addition to our communication with Fallon NAS, our Team has also been involved in supporting Lander County throughout the ongoing **Fallon Range Training Complex (FRTC) Modernization plan.** A large share of this support has been our **regular communication with Kurt Haukohl, NDOT Aviation State Manager,** to help amplify his strong advocacy for Nevada General Aviation. Our conversations with Kurt proved vital to staying updated throughout the extensive process, understanding the impacts to southern Lander County, and providing avenues for Lander County to advocate for their needs in relation to the expansion plan.



AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

8. EXPERIENCE WITH AIRPORT CONSTRUCTION PROJECTS OVER THE PAST 3 YEARS

Getting projects constructed on budget and within the original schedule can be challenging. We know that you are counting on our efforts to accomplish the work without overruns and delays. FAA Grant processes have made that even more difficult when we don't know if or when you will receive your funding authorization to proceed with construction. We are forced to take bids by early April and then hold these bids for up to 120 days until Congress appropriates the funds.

If a contractor is delayed and won't get the project done because work started too late in the season, sponsors are unwilling to enforce liquidated damages, especially to a local contractor.

Many times the sponsor wants to add more work to the construction project, due to additional funding or desire to minimize future operations impacts.

These are all challenges we face as engineers to meet construction schedules and budgets. On the following page we describe in detail each of our recent projects final results. More then 90% of the time our projects are completed on time and on budget.

Here are a few techniques we use to keep the construction project on budget and schedule.

» <u>Additive Alternate Bid Items -</u> This gives our client flexibility to add more wish list work to the project. If we come under budget, the additive work can be included.

- » Local Materials Understanding the availability of local materials and developing specifications that allow the use of local materials.
- » <u>Mandatory Weekly Look Ahead -</u> At our weekly toolbox meeting we do a "Look Ahead" on the contractors schedule and observe if they are staying on task. If they aren't, we will insist on an updated schedule.
- Bid Unit Prices Requiring unit bid prices for each work item, allows for variations in bid item quantities, without an uncontrolled change order. We are aggressive about keeping the contractor on task and within the scope of the work.
- » Addressing Issues Immediately Problems on the construction site never age well. The Contractor is losing money, equipment and personnel is on standby while decisions are negotiated. We are focused on getting issues resolved quickly.

These methods help our J-U-B team keep our clients construction projects on budget and on schedule.

COST AND SCHEDULE MATRIX

The Budget Control and Schedule Compliance matrix on the next page demonstrates J-U-B's capability to meet schedules and/or deadlines without delays, cost escalations or overruns and contractor claims.



BUDGET CONTROL AND SCHEDULE COMPLIANCE MATRIX

Airport	Date	Project Name	Project Manager	Design / CE Costs	Engineers Estimate	Construc- tion Award Amount	Final Construction Costs	Construction Escalation From Award	Construction Start Date	Construction End Date	Approved Contract Time (Days)*	Final Contract Time (Days)	% of Contract Time	Remarks
Austin Airport, NV	2017-2018	Install Fueling System (Jet A)	Tom Lemenager	\$48,734	\$250,000	\$238,258	\$238,258	100%	07/27/18	12/18/18	25	20	80%	
Battle Mtn Airport, NV	2017-2018	Install Self-Service Fueling System	Tom Lemenager	\$50,510	\$250,000	\$276,493	\$277,934	101%	07/23/18	12/20/18	25	18	72%	ASSPACE OF
Reno-Taho International Airport, NV	2017-2018	Gate 170 Access Road Reconstruction	Shane Dyer	\$30,000	\$177,335	\$134,007	\$125,307	94%	04/19/18	5/19/18	30	20	67%	
Reno-Taho International Airport, NV	2018- Current	AOA Security Fence Improvements	Shane Dyer	\$207,500	\$2,254,700	\$1,380,928	\$1,454,716	105%	07/08/19	10/10/19	75	102	136%	Client requested changes to fence during Construction
Reno-Stead Airport, NV	2016-2018	Aircraft Parking Apron-Concrete Pads	Shane Dyer	\$224,000	\$1,950,466	\$2,223,055.00	\$2,223,055.00	100%	2/26/18	6/8/18	90	98	109%	Time extended due to Rain
Caldwell Industrial Airport, ID	2018	Rehabilitate Runway 12-30 and Connector Taxiways	Toby Epler	\$225,369	\$2,377,071	\$2,153,153	\$2,104,089	98%	08/13/18	07/10/19	55	53	96%	
Magic Valley Regional Airport, Twin Falls, ID	2016-2017	Taxiway A Rehabilitation	Kent Atkin	\$558,561	\$3,243,084	\$3,129,776	\$2,819,941	90%	03/26/18	06/01/19	111	111	100%	
Mountain Home Airport, ID	2017	Rehabilitate GA Apron Bidding & Construction	Toby Epler	\$160,012	\$789,172	\$996,865	\$977,265	98%	08/07/17	11/08/17	59	53	90%	
Nampa Municipal Airport, ID	2016-2017	Rehabilitate Runway, Parallel Taxiway, and Connectors	Tom Lemenager	\$84,622	\$168,710	\$159,040	\$159,040	100%	09/11/17	10/07/18	5	5	100%	
Nampa Municipal Airport, ID	2020	Rehabilitate Taxilanes and Apron	Tom Lemenager	\$125,265	\$693,119	\$684,540	\$705,208	103%	01/15/2020	05/01/2020	52	46	89%	
Kemmerer Municipal Airport, WY	2018	install Jet A and 100LL Fuel Systems	Kimberly Silvester	\$132,800	\$571,575	\$574,822	\$582,966	101%	06/03/19	01/16/20	21	15	71%	Contracting of the Contract of the Contract
Kemmerer Municipal Airport, WY	2015-2016	Apron Rehabilitation/Expansion and Relocate Fueling System	Tom Lemenager	\$399,896	\$1,189,887	\$868,680	\$843,232	97%	07/05/16	09/15/17	99	99	100%	
Prosser Airport, WA	2018	SE Hangar Taxilane & Gates	Kimberly Silvester	\$105,900	\$272,410	\$448,257	\$431,850	96%	04/01/19	07/08/19	25	25	100%	
Richland Airport, WA	2018	Helipads	Kimberly Silvester	\$103,694	\$243,907	\$401,630	\$389,066	97%	09/24/18	10/24/18	23	23	100%	
Tri-Cities Airport, Pasco, WA	2016-2017	East General Aviation Apron Reconstruction (Phase 2,3, &4)	Chuck Larson	\$769,139	\$4,365,688	\$5,270,839	\$5,122,070	97%	08/28/17	09/14/18	191	176	92%	
Deer Park Municipal Airport, WA	2018-2019	2018 North General Aviation Apron Expansion and Taxilane Project	Tim Ike	\$174,070	\$1,307,014	\$1,307,014	\$1,310,897	100%	09/12/18	05/30/19	40	49	123%	Contractor assessed Liquidated Damages
Deer Park Municipal Airport, WA	2017-2018	2017 GA Apron Project	Mark Napier	\$182,950	\$958,826	\$958,826	\$958,826	100%	08/21/17	06/29/18	47	47	100%	
Felts Field, Spokane, WA	2018-2019	Felts Field Fuel Facility	Mark Napier	\$142,687	\$2,543,796	\$2,543,796	\$2,593,195	102%	08/16/18	06/28/19	120	138	115%	Time extended for material deliveries
Yakima Air Terminal, WA	2018	West GA Apron Rehabilitation Project	Tim Ike	\$381,114	\$1,418,437	\$1,573,684	\$1,581,799	101%	08/01/2018	04/22/19	50	50	100%	

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AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

9. PROCESS USED FOR DESIGN AND CONSTRUCTION PROJECTS

To make our projects successful it is important the Owner, design engineer, construction engineer/manager, and FAA work as a team. J-U-B's approach is to be honest with our clients and always be up front, recognize potential issues and/or mistakes immediately, and solve them before they become problems. J-U-B will always tailor the project approach to each project as needed to **maximize quality and efficiency.** The following pages outline our general approach for the various projects identified at the Fallon Municipal Airport.

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

Project Manager Mike Wilhelm, P.E. will be responsible for the overall administrative issues. Mike will monitor schedules and costs and maintain direct communication with the City and Airport staff of each project. As Principal-In-Charge, Shane Dyer will be our client liaison and company-wide representative to ensure that the project has the resources to accomplish your project needs. Individuals listed in the organizational chart are primarily located in the J-U-B Reno, and Boise offices where projects with extremely sensitive budgets and short time frames can be accomplished as cost-effectively as possible.

Mike will direct the following technical management activities during the design process depending on the size of the project:

- » Conduct project coordination meetings
- » Prepare/monitor the master project schedule
- » Establish design standards and formats
- » Assemble/direct the quality assurance team
- » Direct staff project assignments and be responsible for cost control
- » Coordinate subconsultant work
- » Schedule all project reviews

As our client liaisons, **Shane and Mike will serve as an extension of your staff.** They will focus on your needs, apply strict attention to details, and respond to you promptly. Each will place an emphasis on establishing open and effective lines of communication and being completely accessible.

Throughout the Design and Construction Process, our team will Focus on Minimizing Impacts to Airport Operations. We will do this in several key ways:

Phasing Options

Construction phasing will be a key issue during most of the projects at the Fallon Municipal Airport. J-U-B has performed design and construction management services on numerous airfield pavement projects at airports in neighboring Lander County and throughout the Intermountain West.

Our approach to selecting the best phasing solution for these projects includes weighing the advantages and disadvantages of all options, placing them within a matrix for consideration and review for the use of an extensive coordination effort with all of the stakeholders and other third parties as required by the Airport.

Construction Scheduling

Generally, construction paving operations become difficult in this part of Nevada by late October to early November. It is imperative to maintain - or in some cases accelerate - the design schedule not only to receive available funding, but also to bid and award projects in order to complete construction prior to November. J-U-B is aware of these limitations, especially delays due to grant funding, having dealt with the same situation at other airports. J-U-B is committed to maintaining schedules for projects at the Fallon Municipal Airport.

Stakeholder Input Meetings

Developing phasing options required for your projects cannot be prepared in a vacuum. **Coordination with all of the Airport stakeholders is a critical component of the overall phasing and construction plans.** Stakeholders will likely include the Airport, City operations and maintenance, FAA, FBO's, and others. J-U-B will assist the team and facilitate stakeholder meetings at various times during the design process. We recommend that these meetings commence early in the design process.

J-U-B recently facilitated a stakeholder meeting for the **Battle Mountain Apron Expansion project.** This major undertaking proved essential during design and leading up to bidding. The BLM, FBO, and users remained fully operational during the 3 month construction project.

Conduct Design Meetings with Contractors

The phasing options must be realistic and "constructible." Our team is very experienced with complex phasing on airfields. In addition to bringing our knowledge and experience to this project, we will oversee meetings with area airfield paving and facilities contractors during the design process as necessary. The goal of these meetings is to gain insight from the contractors' lessons learned on their previous work, identify unknowns which can put the project delivery at risk and review the phasing, materials availability, and delivery. On past projects including recent major runway rehabilitation projects at Roosevelt, Caldwell, and Challis, this has been beneficial in developing a bid package that works for the contractors.



AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

Asphalt Paving Experience

Our team is comprised of airfield paving experts. We have learned that contractors may not be as educated to the stringent FAA material properties, mix design, and placement methods. In our projects, we routinely specify that the contractor's paving crews have minimum paving experience:

- » Foremen: 15 years
- » Screed and Paver Operators: 5 years

TASK 2 - QUALITY ASSURANCE/CONTROL

In order to ensure that the goals for this project are turned into reality for the Fallon Municipal Airport, J-U-B team will implement a Quality Control and Quality Assurance program that will be led by Chuck Larson, PE. He and his QA/QC team will perform internal reviews of the project documents at strategic points during the progress of the project.

J-U-B adds accountability to a project's QA/QC program. Leadership within the firm organizes "face to face" quality workshops and periodic "quality phone calls" with our clients, to ensure that your goals, objectives, and issues are clearly understood by the design team.

TASK 3 - PREPARE A PROJECT WORK PLAN

Depending on the project size, Project Manager Mike Wilhelm and Principal-In-Charge Shane Dyer will meet with you at the outset of each project to **clearly define your vision**, **expectations**, and **priorities**.

These key team members will work closely with the City and Airport throughout project development and will be responsible for preparing a comprehensive work plan at the project -scoping phase that includes a list of project tasks, scheduling requirements, manpower requirements, and equipment and material requirements necessary to complete the tasks on time and within budget. The work plan will be continually monitored and revised as the project proceeds to stay within time and budget constraints.

This attention to detail and organization will benefit the Fallon Municipal Airport by retaining a consultant that has a project "road-map", is prepared, and is qualified to lead this project to a successful completion. Mike Wilhelm and Shane Dyer are committed to maintaining continual dialogue and clear communications with the Fallon Municipal Airport staff.

TASK 4 – DATA COLLECTION REVIEW

This task will start immediately upon Notice to Proceed (NTP). We will research and retrieve all available as-built information, collect topographic information from field surveys, collect geotechnical data from field sampling and observations, and use all previous data, where applicable. We recommend a comprehensive review of the record drawings related to

underground utilities. A complete utility clearance exercise including letters to possible utility owners is also recommended. Our approach on these projects may also include pot-holing to verify the location of the various utilities which may be impacted by the construction.

Surveying and Mapping

Existing and new topographic data will be collected for these projects by **Lumos and Associates, based in Fallon.** This data will consist of horizontal and vertical information taken within the project limits and any proposed borrow or disposal areas as required. This data will serve as the basis for our design. All tieins will be field surveyed. Survey control points will also be set for future use by the contractor's survey crew in developing the project.

Geotechnical Investigations

Lumos and Associates, located in Fallon, will conduct field and laboratory testing of the existing soils as required. "Typically, the field investigation will consist of soils borings to a depth of approximately 10 feet and field classification of soil types. The laboratory testing may consist of a program to determine the CBR or K values of the soils as required or needed, as well as typical testing of soils to determine Atterberg limits, specific gravity, and soil classifications. Percolation testing will be performed as required for cases where storage of runoff is an issue. Any special parameters will be added as needed for the particular project or as requested by the Owner.

TASK 5 - PAVEMENT DESIGN & DRAINAGE ANALYSIS

Our pavement section designs will be based upon the results of our geotechnical investigation and Non-Destructive Testing (if needed), visual surveys, the design aircraft, anticipated traffic, and a review of the previously constructed pavement sections and pavement management report. A pavement report will be prepared summarizing the results of our investigations and a recommendation for the new pavement section(s).

Availability and Reuse of Construction Materials

The success of the proposed projects will require that all the construction components are smoothly orchestrated. In addition to detailed phasing, and third-party coordination, we recommend an analysis of the availability of construction materials. The analysis should also review the availability of construction labor supply.

In order to ensure that a project will remain on schedule, certain construction materials (which require long procurement lead times, i.e. lights and signs) may require "pre-purchasing." As part of our study of the phasing options, we will determine the advisability of pre-purchasing materials for the project.



In order to be environmentally-friendly and save costs, recycled materials will be incorporated into the pavement designs where possible and cost-effective. We have utilized recycled materials in numerous airfield projects. We have also reused the materials removed from the project for subbase or access roads.

Drainage Analysis

We will develop drainage plans for each project area. These plans will address hydrology, drainage paths, underdrain systems, establish the size of drainage pipe, and the location of drainage inlets and outfalls. J-U-B has specialists in this area that can be called upon to assist the team in the more complicated drainage issues that might surface during the more complex project. We will prepare any required airport master drainage plans and will implement drainage improvements for the various projects.

TASK 6 - PRELIMINARY CONSTRUCTION DRAWINGS & CONTRACT SPECIFICATIONS

Preparing Construction Documents

Our proposed Project Manager, Mike Wilhelm and our design staff are very experienced in preparing airfield construction documents. During the design, as well as the Contract Document preparation stage, J-U-B staff will hold regularly scheduled design meetings with the City and Airport engineering staff to identify and solve potential construction issues.

Coordination with the Owner will give our team a clear understanding of what the ultimate bid and construction package must contain - translating to **better decisions**, **information**, **and analysis**; cost reductions; increased productivity; and quicker, more accurate project development.

Our team will prepare a set of construction plans for the project. These drawings will contain all the airfield features including alignment, drainage, grading, paving, signage, striping, and electrical work. In addition, our plans will include phasing plans, contractor access roads and haul routes, safety fencing/ barricading, and any special construction features. We will clearly identify work to be done in premium time and prepare the special conditions of the specifications that deal with such critical items as airport safety, haul routes, security, construction phasing, liquidated damages, airport operations, hour of work and clean-up.

J-U-B will take a comprehensive approach to the project, using all current and applicable FAA Advisory Circulars and local codes.

Cost Estimating

At each step of this project, we will update the Engineer's Opinion of Probable Construction Cost to gauge where we are in relation to the project budget. With today's rapidly escalating and varying construction costs, it will be important to update the estimate throughout the design phase. J-U-B uses readily available construction cost guides for recent bids as well as bids for projects of similar magnitude. We also regularly confer with site work contractors to obtain cost input on unique items or phased construction issues. Our airport design team maintains a database, which contains tabulations of bid prices for various airfield improvement projects in the intermountain west, as well as the State of Nevada. The database is continually updated to reflect the latest projects and prices in the region. Accurate unit costs, in concert with a "tight" set of construction plans and specifications, will increase the accuracy of our cost estimating and budgeting.

Contract Specifications

J-U-B will prepare a set of contract specifications in accordance with FAA standards. In addition, J-U-B will prepare the special conditions of the specifications that deal with critical items such as airport safety, haul routes, security, construction phasing, liquidated damages airport operations, hours of work, and cleanup. An FAA Construction Operation Report or Safety Plan will also be assembled.

Review of Plans and Specifications

Our team will submit the plans and specifications to the City for review and discussion in accordance with the engineering contract requirements. For the purpose of this proposal, we have assumed that three submittals (50%, 90%, and 100%) will be required. We will meet with the City staff during these reviews to assure that the documents are complete and that they meet the requirements of the Airport. The FAA manager will also get a set for interim review.

Constructability Reviews

In addition to the J-U-B design team, we offer highly qualified resident engineers and inspection personnel to provide comprehensive construction administration/management services. Using these in-house design and construction administration/management resources, J-U-B has the unique ability to provide bid documents that result in close competitive bids and minimal change orders during construction.

J-U-B typically **meets with the local contractors** to make them aware of the project, listen to concerns about production in the area, and come up with a plan based on these meetings. Contractors appreciate helping develop aspects of the project and they gain a better understanding of the project prior to the bid. This provides the Airport with a **distinct understanding of what the contractors can accomplish** and helps us develop plans, specifications, and a schedule that will not exceed their capabilities.

TASK 7 - PREPARE FINAL CONSTRUCTION DOCUMENTS & BIDDING

J-U-B will prepare an Engineer's Design Report as required by the FAA. This report will document and summarize all the design issues for the project and will be presented to the Airport and the FAA for review and approval. After the 100% review meeting with the Airport, we will prepare the final construction documents to be used in the public bidding process.

Advertisement and Bid Award Phase Services

During this phase, the J-U-B team will continue to support the Airport by answering design-related questions and providing clarifications and written addenda. We will also conduct the pre-bid meeting and bid opening as required and prepare the meetings as requested by the Airport.

Additional contract administration services include preparing addenda, reviewing bids, maintaining plan holder's log, approving submittals, writing engineers recommendation of award letters, reviewing Contractors Construction Contracts for the Owner, and answering Requests for Information and Requests for Clarifications.

TASK 8 - CONSTRUCTION ADMINISTRATION SERVICES

J-U-B's comprehensive construction administration and observation services are provided by **highly qualified construction engineers and observation personnel.** By having in-house design and construction administration services, J-U-B ensures seamless communications between the design and construction team throughout the project.

TASK 9 - PROJECT FINAL CLOSEOUT

Preparation of record drawings and Final Close-out Report with final quantities will then be assembled. This Report will summarize all of the construction documentation, including the required FAA inspection and testing requirements. It will serve as an auditable document including supporting files in case the project or Federal Grant is audited in the future.

We don't let closeout occur until the necessary paperwork is provided by the Contractor including warranties. We are also diligent about getting repairs accomplished during the 1 year warranty period.

Too often, project closeout and the Federal and/or state grants drag on and are not completed in an expeditious manner. J-U-B recognizes this, and we are **proactive to close the projects and grants out.** J-U-B will review and compile copies of the final testing results and determine final pay quantities from field surveys. We will determine the final payment request for the contractor after the final punch list items are completed. A notice indicating the work is in accordance with the Construction Documents will accompany the final payment request.





10. DESCRIPTION OF SERVICES PROVIDED TO ASSIST THE AIRPORT IN FULFILLING FAA GRANT ASSURANCES

FAA EXPERIENCE

Over the course of the past 40 years, J-U-B has developed very positive relationships with the FAA. We pride ourselves on having strong relationships and we regularly communicate with FAA staff on a weekly (and sometimes daily) basis. Our firm is currently working with four different FAA Airport District Offices (ADO) including the Phoenix, Helena, Seattle, and Denver ADOs. **The J-U-B team provides hands-on grant assistance and project administration services** for every FAA/AIP and State project in which we are involved. We will provide you with the following AIP grant administration services and will continue to assist you with them throughout the project:

- » Project Programming / ACIPs
- » Grant Applications
- » DBE Plans and Programs
- » FAA Reimbursement Requests
- » Project Close Out / Final Reports
- » Weekly / Monthly / Quarterly Progress Reports
- » Federal Regulation Compliance

Our J-U-B Team has worked with the Phoenix Airports District Office for more than 10 years. Specifically, **our team has worked with Ricky Sanchez, Ken Hall, and Matthew Bilsbarrow at other Nevada Airports** and we are excited about continuing to build on our strong rapport with this FAA team. We have also **developed a close relationship with Kurt Haukohl, the NDOT State Aviation Manager.**

Our team has worked with Ricky since January 2020 and has quickly developed a close working relationship necessitated by the fast-tracked design of the East Apron Expansion at the Battle Mountain Airport. We have worked with Ken since he began taking assignments in January 2019 on important tasks including the yearly Airport Capital Improvement Plans (ACIPs). Our planning group also worked with Ken and Kyler Erhard to finalize the Austin Airport Master Plan in early 2019. Since he began as the Phoenix ADO Environmental Protection Specialist (EPS), Matthew and J-U-B's Environmental Group held several conference calls and maintained constant email communication while fast-tracking the Battle Mountain East Apron environmental review and categorical exclusion. This strong communication has been instrumental in coordinating this review and proved to be fruitful in tackling the unexpected cultural resources site investigation required by the Nevada State Historical Preservation Office (SHPO).

Our team has worked closely with Kurt on a variety of projects and efforts both at the airport level and at the state aviation system level. Kurt is an invaluable resource for Nevada aviation and is often the first person our Team contacts for aviation-related topics. In addition to coordination of state grant matches through the Aviation Trust Fund, we have coordinated with Kurt on issues related to crosswind eligibility, funding alternatives for airports, and airport planning documents such as Master Plans and ACIPs. Additionally, Shane has developed a close working relationship with Kurt in his role as treasurer for the Nevada Airports Association.

FOCUS ON YOUR GRANT ASSURANCES

The FAA is moving from an agency providing funding to an agency that monitors Airport's for compliance with regulations. This requires the Airport Sponsors to be diligent in meeting their grant assurances without putting funding at peril. The airport's ability to understand and follow ALL FAA regulations is impossible. J-U-B understands this challenge and takes our role as your trusted advisor seriously. We will keep you informed of regulations and monitor construction projects, so that your projects are always in compliance.

FAA AIP GRANT WRITING AND ADMINISTRATION

J-U-B will assist you on AIP Grants and will walk you through the process. We believe we are extremely persistent in this effort. As soon as a new Capital Improvement Plan and updated ALP is established, we work closely with the FAA and the State to ensure that they are aware of and active in maintaining a funding stream for your projects. In addition, J-U-B actively tracks other federal and state government grant opportunities. We actively monitor upcoming programs that might be of use to our clients with significant airport needs, including infrastructure and hangars, providing grantfunding applications and monitoring the results.

COMPLIANCE WITH AIP CONTRACT PROVISIONS

Part of our FAA experience is in developing contract documents for your projects containing the required federal provisions including: bonding requirements, EEO and affirmative action law, federal labor provisions, environmental regulations, contractor debarment criteria, DBE subcontracting requirements, trade restriction clauses, non-collusion, protection of FAA facilities, and drug-free workplace requirements. During construction, we monitor the contractor's weekly payroll and we conduct periodic wage rate interviews of the contractor's personnel.

Keeping all the compliance documents "audit ready" in easy to review formats keeps audits flowing. We are ready to answer questions and assist you with providing the documents to verify compliance, avoiding costly findings.

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AIRPORT PLANNING, ENGINEERING AND CONSULTING SERVICES

11. REFERENCES

J-U-B has a long tradition of providing quality service resulting in satisfied customers and repeat business.

We encourage you to contact our referenced clients and key aviation partners. Direct input from others with personal knowledge of our firm and staff will continue to provide you with the best indication of our abilities to provide quality services. We want to be your engineer for the long haul not just 5 years and a couple of big projects.

AUSTIN AIRPORT & BATTLE MOUNTAIN AIRPORT LANDER COUNTY, NV

Bert Ramos County Manager bramos@landercountynv.org (775) 635-2885

RENO-TAHOE & RENO-STEAD AIRPORTS RENO, NV

Gary Probert, PE, Chief Infrastructure and Planning Officer gprobert@renoairport.com (775) 328-6459

NEVADA DEPARTMENT OF TRANSPORTATION

Kurt Haukohl State Aviation Manager KHaukohl@dot.nv.gov (916) 825-3102

CALDWELL INDUSTRIAL AIRPORT CALDWELL, ID

> Rob Oates Airport Manager roates@cityofcaldwell.org (208) 459-9779

FAA - PHOENIX ADO

Ricky Sanchez, PE Civil Engineer Ricardo.R.Sanchez@faa.gov (602) 792-1071

TWIN FALLS -MAGIC VALLEY AIRPORT TWIN FALLS, ID

Bill Carberry Airport Manager bcarberry@ctfid.org (208) 733-5215

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J-U-B ENGINEERS, Inc.



J-U-B Project No.: J-U-B Project Manager: Mike Wilhelm

This Agreement entered into and effective this 1 day of March 2021, between City of Fallon, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Enter into a Master Engineering Agreement with J-U-B to provide miscellaneous engineering and planning services for the Fallon Municipal Airport hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services.'

NOW. THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in Attachment 1.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	Robert Erquiaga / Chief of Staff	Work telephone	775-423-8816
	Address	City of Fallon, Nevada	Home/cell phone	
		55 West Williams Ave.	FAX telephone	
		Fallon, NV 89406	E-mail address	rerquiaga@fallonnevada.gov
For J-U-	в:			
1.	Name	Mike Wilhelm, P.E.	Work telephone	775-852-1440
	Address	9160 Double Diamond Pkwy	Cell phone	775-741-1437
		Reno, NV 89521	FAX telephone	
			E-mail address	mwilhelm@jub.com

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** 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.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** 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 requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title:	 	 	
Remarks:			

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT: City of Fallon, Nevada	J-U-B ENGINEERS, Inc.: 9160 Double Diamond Pkwy		
NAME 55 West Williams Ave	STREET Beng NV 89521		
STREET Fallon, NV 89406	CITY / STATE / ZIP CODE		
CITY / STATE / ZIP CODE	BY (Signature) Toby Epler, P.E., Aviation Services Group Manager		
BY (Signature) Ken Tedford, Mayor	NAME / TITLE Applicable Attachment 1 – Scope of Services,		
NAME / TITLE	Attachments or Schedule, and Basis of Fee Exhibits to this Agreement are Attachment 2 – Special Provisions		
BY (Signature)	indicated as marked. Standard Exhibit A – Construction Phase Services		
ADDITIONAL NAME / TITLE			

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 5/20

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS. Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties; CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

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.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

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.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B 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 CLIENT agrees that this intent shall be set forth 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 made additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

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.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement , award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance corriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

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.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

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. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



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

PROJECT NAME: <u>5-Year Master Agreement</u> CLIENT: <u>City of Fallon, Nevada</u> J-U-B PROJECT NUMBER: <u>XX-XX-XXX</u> CLIENT PROJECT NUMBER: ATTACHMENT TO:

☑ AGREEMENT DATED: 3/1/2021; or

□ AUTHORIZATION FOR ADDITIONAL SERVICES #<u>X;</u> DATED:

J-U-B has been selected to provide engineering services for a 5-year term commencing on the Master Agreement Date of March 1, 2021. This Master Agreement includes Task Orders for Airport related Engineering and Planning Services which are not included under other FAA funded projects.

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

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Provide miscellaneous Engineering Services for the Fallon Municipal Airport. Individual Tasks or Projects as requested by the CLIENT will be identified and detailed in one or more separate Task Orders.

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

J-U-B's Services under this Agreement are limited to the individual signed Task Orders. All items necessary to plan and implement the task or project, will be specifically detailed in the Scope of Services, Basis of Fee, and Schedule for each Task Order.

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

CLIENT shall pay J-U-B for the identified Services as detailed in the individual signed Task Order. All fees and schedules will be specially detailed in the Scope of Services, Basis of Fee, and Schedule for each Task Order.

Hourly Rates provided for Calendar Year will be adjusted annually.

J-U-B will provide Engineering and Planning Services for a period of five (5) years commencing on the date of the signed Master Agreement, or as directed by the CLIENT, or to complete a Task Order which is in process. Schedules for specific assignments will be as identified in one or more separate Task Orders.

Exhibit(s):

- Exhibit 1-A: Sample Task Order
- Exhibit 1-B: 2020 Hourly Rates, to be adjusted on an annual basis
- Standard Exhibit A: Construction Phase Services



Exhibit 1-B – Hourly Rate Table (to be adjusted annually)

2020 Hourly Rates*		
Job Description	\$/Hr	
Principal	\$210.00	
Senior Engineer	\$190.00	
Project Manager	\$172.00	
Project Engineer	\$148.00	
Project Designer (EIT)	\$105.00	
Planner	\$168.00	
CAD Designer	\$120.00	
Administrative	\$68.00	
Environmental Specialist	\$148.00	
Environmental Scientist	\$90.00	
GIS Analyst Senior	\$155.00	
GIS Analyst	\$90.00	
Professional Land Surveyor	\$170.00	
2-Person Survey Crew (Design)	\$202.00	

*Rates include Overhead, Fixed Fee & Fringe

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J-U-B ENGINEERS, INC. Standard Exhibit A – Construction Phase Services

Client	City of Fallon, Nevada	Project:	2021 Master Agreement for Engineering Services
Olleni	City of Fallon, Nevaua	FIUJECI.	2021 Master Agreement for Engineering Services
Name:			

The Agreement for Professional Services dated <u>March 1, 2021</u> 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 '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:

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

X Yes		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.
X Yes		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.
Xes Yes	4.	<i>Defective Work.</i> 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.
X Yes	5.	<i>Clarifications and Interpretations; Field Orders.</i> 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.
X Yes	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.
X Yes	9.	<i>Inspections and Tests.</i> Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

🛛 Yes	10.	Disagreements between CLIENT and Contractor. Assist CLIENT in rendering formal written decisions on claims of
		CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract
🗌 No		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.

- Applications for Payment. Based on J-U-B's on-site observations as an experienced and qualified design professional, 11. X Yes and upon written request of CLIENT, review Applications for Payment and the accompanying supporting ∏ No 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 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 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 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 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:

☐ Yes ⊠ No	1.	Testing/Adjusting Systems. Provide assistance in connection with the testing and adjusting of equipment or systems.
☐ Yes ⊠ No	2.	Operate/Maintain Systems. Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
□ Yes ⊠ No	3.	Control Procedures. Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
☐ Yes ⊠ No	4.	O&M Manual. Assist CLIENT in preparing operating, maintenance, and staffing manuals.
Xes 🗌 No	5.	Defective Work. 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.
Xes 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.
⊠ Yes □ No	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.
🛛 Yes 🗌 No	8.	<i>Warrantee 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.
X Yes	9.	Additional Tasks. 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.

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:

- 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).
- 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.
 - 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.
 - 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.
- 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.