

AGENDA
CITY OF FALLON – CITY COUNCIL
55 West Williams Avenue
Fallon, Nevada
March 15, 2022 – 9:00 a.m.

The Honorable City Council will meet in a regularly scheduled meeting on March 15, 2022 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 a Professional Services Contract with J-U-B Engineers, Inc. for design and construction administration support services relating to the Wastewater Treatment Plant Dewatering Press project in the amount of Eight Hundred Twelve Thousand Six Hundred Dollars (\$812,600.00). **(For possible action)**
6. Consideration and possible approval of a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the A Street Reconstruction project in the amount of One Hundred Thirty-Five Thousand Two Hundred Fifty Dollars (\$135,250.00). **(For possible action)**
7. Consideration and possible appointment of Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2022, for an estimated total fee not to exceed Ninety-Four Thousand Dollars (\$94,000.00), and approval for the Mayor to authorize additional fees if necessary to complete the audit. **(For possible action)**
8. Fallon Police Department Monthly Report for February 2022. **(For discussion only)**

9. Public Comments (**For discussion only**)

10. Council and Staff Reports (**For discussion only**)

11. 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**)

This agenda has been posted on or before 9:00 a.m. on March 10, 2022 at City Hall, District Court Building, Churchill County Office Complex, Churchill County Public Library and posted to the City's website (<https://fallonnevada.gov>) and 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, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, 775-423-5104. The supporting material for this meeting is also available to the public on the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>).



Elsie M. Lee

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

March 15, 2022

Agenda Item 5

Consideration and possible approval of a Professional Services Contract with J-U-B Engineers, Inc. for design and construction administration support services relating to the Wastewater Treatment Plant Dewatering Press project in the amount of Eight Hundred Twelve Thousand Six Hundred Dollars (\$812,600.00).
(For possible action)

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 5

DATE SUBMITTED: March 7, 2022

AGENDA DATE REQUESTED: March 15, 2022

TO: The Honorable City Council

FROM: Brian Byrd

SUBJECT TITLE: Consideration and possible approval of a Professional Services Contract with J-U-B Engineers, Inc. for design and construction administration support services relating to the Wastewater Treatment Plant Dewatering Press project in the amount of Eight Hundred Twelve Thousand Six Hundred Dollars (\$812,600.00). **(For possible action)**

TYPE OF ACTION REQUESTED: (Check One)

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

RECOMMENDED COUNCIL ACTION: Motion to approve a Professional Services Contract with J-U-B Engineers, Inc. for design and construction administration support services relating to the Wastewater Treatment Plant Dewatering Press project in the amount of Eight Hundred Twelve Thousand Six Hundred Dollars (\$812,600.00). **(For possible action)**

DISCUSSION: City staff has been working to evaluate potential solutions for the treatment and disposal of biosolids generated from our processes at the Wastewater Treatment Plant. The Wastewater Treatment Plant was originally designed to separate biosolids from the digester and in turn discharge the biosolids into three separate lagoons on the east side of the facility. In response to an under designed digester, the quantity of biosolids generated has been much greater than originally anticipated. The increased quantity of biosolids has made the eastern lagoons unmanageable as their capacity rapidly diminishes. With the Nevada Department of Environmental Protection enforcing a more rigorous standard for lagoon maintenance, simply cleaning the lagoons and repeating the same process would be cost prohibitive.

The Nevada Department of Environmental Protection is requiring a mitigation plan to address the existing biosolids currently stored in the lagoons. The proposed volute press would separate the solids from the digested sludge through a dewatering process, while eliminating any future need for biosolid storage in the eastern lagoons. The contract being considered would allow for J-U-B Engineers to evaluate the installation of the new press and supply construction management services during the construction phase.

FISCAL IMPACT: Eight Hundred Twelve Thousand Six Hundred Dollars (\$812,600.00)
FUNDING SOURCE: Various Federal, State and/or local funding
PREPARED BY: Brian Byrd, Director of Public Works



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

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

PROJECT NAME: City of Fallon WRF – Solids Handling Improvements

CLIENT: City of Fallon, NV

J-U-B PROJECT NUMBER: 49-22-002

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

ATTACHMENT TO:

- AGREEMENT DATED:** Click or tap to enter a date.; or
 AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED: 2/22/2022

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:

The City of Fallon owns and operates a Water Reclamation Facility, WRF, that treats wastewater generated by the City and handles an average daily flow of about 1.2 MGD. The facility employs a Sequencing Batch Reactor (SBR) process with three parallel trains for treatment. Waste Activated Sludge (WAS) from the process is pumped to an aerated sludge digestion tank where it is held for a short period before being transferred to sludge stabilization ponds.

Sludge has been managed in this way for about twenty years, since the SBR process was commissioned. Over the years two ponds, the north and south, have become filled with residuals and now require dredging or cleaning to remove the stored residuals. Supernatant from the ponds is conveyed to a third cell, the east pond, from where it is pumped back the headworks for treatment. This side stream return from the ponds is challenging to manage since it contains a high phosphorus concentration of several hundred parts per million (ppm). The City would like to decommission the east pond and repurpose the north and south ponds for use as emergency storage in the event of process upsets.

The City is also interested in changing how they manage residuals by adding sludge dewatering and then immediately disposing of the dewatered sludge at the City's solid waste landfill. Screw presses have been identified as the preferred dewatering technology and the City plans to add a dewatering facility based around this. A new dedicated dewatering building located directly east of the existing SBRs and near the northwest corner of the north pond is envisioned. The current design concept is to pump WAS from the existing digestion tank to the screw presses, dewater, and then convey cake to roll-off containers for landfill disposal. The sludge produced by this process will be considered unclassified as limited stabilization will be provided by the digestion tank (i.e. Class B biosolids are not likely achieved).

Based on the above understandings, the following scope of services has been developed around two main tasks:

- 1) Provide the engineering design for a new dewatering facility using screw press technology and,
- 2) Provide construction phase services for a new dewatering facility using screw press technology.

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

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

A. Task 100: Project Planning and Management

1. Subtask 101: Project Management
 - a. Project Initiation
 - b. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - c. Develop project approach, intermediate milestones, and work plan
 - d. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
 - e. Regularly monitor project status, budget, and schedule.
 - f. During periods of project activity, provide a regular report to CLIENT on project status, budget, and schedule.
 - g. Provide a monthly invoice including budget status.
 - h. Provide ongoing document handling and filing.
 - i. Archive paper and electronic files and records.
 - j. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - k. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.
2. Subtask 102: Design Meetings (Internal)
 - a. Conduct regular meetings with the design team to coordinate project activities.
3. Subtask 103: Client Workshops and Coordination
 - a. Kickoff Meeting
 - b. 10% Design Review Workshop
 - c. 50% Design Review Workshop
 - d. 90% Design Review Workshop
 - e. Miscellaneous Client Technical Coordination
 - f. Assumptions: J-U-B's Project Manager, and at times the Design Manager, will attend meetings in-person, with virtual attendance (via Microsoft Teams, Zooms, or other) by others.
4. Subtask 104: Subconsultant Management
 - a. J-U-B anticipates having five subconsultants on this project that will each contract directly through J-U-B. The scope of this subtask includes but is not limited to the following work items related to managing the subconsultants.
 - i. Establishing Scope and Contracting
 - ii. Contract Management- Scope/Budget Tracking
 - iii. Review and execute subconsultant invoices
 - iv. Coordinate Project Delivery and Standards

B. Task 200: Data Gathering

1. Subtask 201: Survey
 - a. Provide site topographical survey for the purposes of design for the dewatering facility. Survey extents will be limited to that deemed necessary for the subject design. A comprehensive survey of the WRF site is not included in this scope of work.

- b. Survey will include locating utility components observable from the service. Additionally, locates will be requested and surveyed (as available).
- c. Research survey information, as available, from the original WRF facility design to coordinate survey assumptions, datum, and control points.
- d. Prepare a base plan for the dewatering facility site. Prepare a survey control plan sheet to locate the facility with respect to established coordinates and elevations.
- e. A boundary survey is not included in this scope of work.

2. Subtask 202: Geotechnical Evaluation

- a. J-U-B and an authorized subconsultant will conduct research that, in their professional opinion, is necessary for this project's expected scope of work and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services will be performed in a manner consistent with the ordinary standard of care and recognizes that the research may not identify all underground conditions.
- b. Conduct Geotechnical investigation including a literature review, subsurface exploration utilizing up to three vertical test borings, geophysical testing, laboratory testing, and engineering analysis to allow formulation of geotechnical recommendations for design and construction of this project.
- c. Groundwater dewatering assessments will be conceptual in nature based on observed soil conditions and laboratory tests of soils encountered during the soil borings; no pumping tests or monitoring wells are included in this scope of services. Basic information regarding groundwater levels based on observations made by CLIENT at the existing monitoring wells and as observed during the soil borings will be provided to potential bidders so the bidders can make a reasonably informed bid. The successful bidder / contractor will be required to determine the means and methods of dewatering the project using a performance-based technical specification prepared by J-U-B / subconsultant.
- d. Provide a final geotechnical report for CLIENT's records and for inclusion in the Bid Documents.

C. Task 300: Dewatering Facility – Design Phase Services

- 1. General: Design milestones are generally defined as follows. Each design subtask presented below will be developed as necessary to achieve the general requirements of these milestones.
 - a. 10% Design:
 - i. Consists of establishing preliminary design criteria for major equipment and systems (including sizes, units in operation, reliability needs, code requirements); qualitative assessment of existing and new infrastructure; preliminary / order of magnitude calculations; initial discussions with vendors to identify preliminary budgetary equipment costs; establishing overall design criteria and interconnections of facility components; developing a detailed process schematic; developing a preliminary hydraulic profile; and developing exhibits to illustrate the general nature of the project.
 - ii. Deliverables: design memoranda, workshop notes, and related exhibits.
 - b. 50% Design:

- i. Site Civil / Yard Piping: development of horizontal and vertical alignments with plan views and critical sections as necessary.
 - ii. Structural: Development of plan view, major sections, and minor sections as appropriate. Preliminary details.
 - iii. Architectural: Development of plan view, elevations, major sections, minor sections as appropriate, preliminary schedules.
 - iv. Process Mechanical: Development of plans views, major sections, minor sections as appropriate, and some details; development of preliminary pipe, valve, gate, and instrument schedules; pipe routing (>4 inches); draft of major equipment specifications.
 - v. Mechanical: Development of plan view and major sections
 - vi. Electrical: Development of site electrical plan, process plans, Process, and Instrumentation Diagrams (P&IDs), preliminary schedules.
 - vii. Deliverables: Progress print of the plans and draft of major equipment technical specifications (unstamped)
 - c. Agency Review (90% Design)
 - i. All disciplines: Development of Plans and Specifications, including bidding and agreement forms, for Agency Review.
 - ii. Deliverables: Review plans and specifications (stamped for review, not for bidding)
 - d. Bidding Documents
 - i. Incorporation of CLIENT and NDEP comments and issuance of final Plans and Specifications for competitive bidding.
 - ii. Deliverables: Bidding Documents (stamped for bidding)
2. Subtask 301: Dewatering Equipment Research (OPTIONAL, fee not included)
- a. A variety of screw presses are available on the market and the intent of this subtask is to support the CLIENT's staff in familiarizing with these technologies to inform the selection and design of a dewatering system. Potential work that could be included under this task include the following items, however the final scope of this task will be negotiated with the CLIENT.
 - i. Coordinate site visits with equipment manufacturers and/or WRF's to see prospective screw press equipment.
 - ii. Attend site visits at the request of the CLIENT, as required.
 - iii. Coordinate and develop demonstration testing programs for prospective dewatering equipment. Testing may include dewatering of residuals contained within the ponds.
 - iv. Conduct site visits and coordinate with CLIENT and manufacturer to facilitate and monitor demonstration testing.
3. Subtask 302: General Sheet Development
- a. Develop cover sheet, sheet index, project overview, WRF site overview/location maps, legends, design criteria, a process schematic and related general sheets.
 - b. Develop schedules for piping, valves, gates, instruments, and equipment.
4. Subtask 303: Site Civil Design and Plans
- a. Prepare site civil design to include grading and utilities sheets.
 - b. Prepare a utilities plan to extend utilities from the existing WRF to the new building. The design of process yard piping will also be included as part of the utility plans. Design for the following utilities and yard piping are anticipated: potable water, utility (non-potable) water, WAS feed, stormwater, building drain/waste, natural gas, and electrical power/communication.
 - c. Civil design will include an access roadway to the new dewatering facility for both building access and for truck loadout of dewatered sludge. It is anticipated that the proposed roadway will branch off of the existing WRF access drive.

- d. Prepare design for the collection and management of stormwater from the dewatering facility site.
- e. Prepare details as necessary to define repair work for improved areas impacted by construction.
- f. Site security or fencing for the new facility is not included in the scope since it will be located within the existing site, which is already fenced/secured.
- g. The location and alignment of existing utilities will be derived from information provided by the CLIENT, i.e. As-Builts or GIS, and supplemented as noted in Subtask 201 Survey. Potholing to confirm the location of existing utilities is not included in the scope.

5. Subtask 304: Structural Design

- a. CLIENT has indicated that a Pre-Engineered Metal Building (PEMB) should be used as the basis of design for the dewatering building. The following building design features are anticipated:
 - i. Single story building with open floor plan in main dewatering area. An exposed double pitched roof with standing seam insulated metal roof panels is anticipated for the roof system. Insulated metal wall panels are expected for the wall design. Preliminarily, the building size is expected to be roughly 5,000 square feet.
 - ii. Structural steel to be hot dipped galvanized at factory/shop for corrosion protection. Design or specification of additional coating systems for the building is not included in the scope.
 - iii. Provide a main building space for dewatering equipment and ancillary components. An open floor plan with one main room is anticipated.
 - iv. Design two small spaces/rooms to be partitioned off of the main building floor plan. One room will be dedicated for electrical equipment, the other will serve as an office/control room.
 - v. Provide an enclosed loadout area, separate from the main dewatering area, for a roll off container with provisions for truck loadout/access.
- b. Prepare design criteria and specifications to allow competitive bidding of the PEMB. Structural design of the PEMB will be the responsibility of the building supplier.
- c. Provide structural design for the PEMB foundation. Coordinate with PEMB supplier for details of foundation design.
- d. Prepare foundation design to support equipment.

6. Subtask 305: Architectural Design

- a. J-U-B will subcontract with an Architect to provide architectural design for the dewatering building.
- b. Provide building code analysis specific to the proposed building given its intended use, occupancy, and construction.
- c. Prepare architectural design for the PEMB (including interior rooms), to include floor plans, exterior elevations, roof plans, building/wall sections, schedules and appropriate details.
- d. Prepare design and schedules for doors and windows and related building architectural features in the PEMB.
- e. Address and incorporate building official review comments related to architectural items.
- f. Prepare technical specifications related to architectural features.

7. Subtask 306: Process Mechanical Design

- a. Provide process design for a sludge dewatering facility based on the use of screw presses handling WAS from the CLIENT's SBR process. The conceptual design and scope envision two parallel units in a duty-standby arrangement with a common conveyor system- shaftless screw type is planned. The screw presses are expected to be specified as an engineered system to include supporting equipment such as flocculation tanks, polymer makeup system,

instrumentation and control panels supplied by a single manufacturer. The scope includes the following items and related assumptions.

- i. Design a sludge feed pumping system to convey WAS from the existing sludge digestion tank to the screw presses.
- ii. Integrate a vendor supplied sludge flocculation tank into the dewatering building.
- iii. Integrate a vendor supplied polymer feed system with the dewatering system. Design polymer storage and feed system, an emulsion type polymer system using chemical totes is assumed.
- iv. Design a conveyor system to transfer dewatered cake from the screw presses to a roll-off container and distribute the cake within the roll-off.
- v. Design a sludge loadout system based on the use of roll off containers for cake storage/transport.
- vi. Design a pressate collection system and pump station to return pressate to the facility's headworks. A duplex submersible lift station is the basis of design.
- vii. Extend existing utility (non-potable) water line to the dewatering building for use in the screw press. It is assumed that the CLIENT's existing non-potable utility water system will be used and has the capacity (flow and pressure) and quality to serve this need.
- viii. Design of facilities to process sludge from the lagoons is not included in this scope at this time.
- ix. Provisions for odor control are not included in the design.

8. Subtask 307: Building Mechanical

- a. J-U-B will subcontract with a Building Mechanical engineer to perform the design of HVAC and plumbing systems within the dewatering building.
- b. HVAC design is expected to include heating and cooling within the building.
- c. HVAC needs to rerate the area classification of the building are not anticipated and not included in this scope.
- d. Design of plumbing for the dewatering building to include domestic hot/cold water supply as well as drain, waste, and vent plumbing.
- e. Prepare International Energy Conservation Code envelope and mechanical compliance certificates.
- f. Coordinate with building and code officials to develop the design to comply with related requirements. Address and incorporate HVAC and plumbing related design review comments from building officials.
- g. It is assumed that fire suppression systems are not required in the building and are therefore not included in this scope.

9. Subtask 308: Electrical, Instrumentation, and Control

- a. J-U-B will subcontract with a professional electrical engineer for the buildings electrical, instrumentation and controls (E&IC) system design.
- b. It is assumed that power supply for the dewatering building will be provided from the WRF's current service and that this service has ample additional power available. An extension of this supply to service the new building will be designed, a subgrade duct bank is assumed. The main power supply will be 460V, 3 phase, 60Hz.
- c. Develop P&ID's for the design in coordination with the process mechanical lead. Prepare instrumentation loop drawings, call-outs, and integration into the control system on the process diagrams by others.
- d. Co-develop an I/O list from input provided by design team and CLIENT.
- e. Co-develop and document control strategies to describe the control philosophy for the new facility. Integrate the controls and communication system to provide compatibility with existing systems.

- f. Coordinate with the CLIENT's control system integrator (CSI) to prepare the control system design.
- g. Prepare panel and conduit schedules along with PLC fabrication design.
- h. Prepare electrical one-line diagrams.
- i. Prepare an arc flash analysis.
- j. Prepare the design of an electrical/MCC room within the dewatering building.
- k. Interior and exterior building lighting design including IECC documentation. Site lighting is excluded from the scope.
- l. Area classification is anticipated to be Class 1 Division 2. Prepare electrical and controls design in conformance with NFPA 820, as applicable.
- m. Coordinate w/ equipment vendors for integration of vendor supplied control panels.
- n. No analyses of backup/emergency generator requirements are included in the scope, nor is design of a backup generator system.
- o. It is assumed there is an existing telecommunications system; intercommunication with the existing system will be designed.
- p. It is assumed there is an existing fire alarm system. Performance specifications will include requirements for integrating into the existing system.
- q. It is assumed that all CSI integration and programming will be performed by others.

10. Subtask 309: Specifications

- a. Develop proposed bidding and agreement forms, i.e. Front Ends, General Conditions, and proposed Owner's Supplementary General Conditions for review by CLIENT and CLIENT's legal counsel review. Incorporate changes as requested by CLIENT for development of final documents. It is assumed that the EJCDC C-series documents will be used for the front ends.
- b. Develop technical specifications as deemed necessary for the Project.

11. Subtask 310: Opinions of Probable Construction Cost

- a. Develop Opinion of Probable Construction Cost for the project at the following design milestones:
 - i. 10% Design.
 - ii. 50% Design
 - iii. 90% Design
 - iv. Final/Bid Documents
- b. Level of detail and accuracy of cost opinions shall be commensurate with the project's design phase and level of progress.
- c. Since ENGINEER has no control over the cost of labor, materials, equipment, or Services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions, ENGINEER's opinions of probable construction cost are to be made in current year dollars and on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineering firm familiar with the construction industry; however, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the opinions of probable cost prepared by ENGINEER. If the CLIENT wishes assurance as to construction costs, CLIENT shall employ an independent cost estimator.

12. Subtask 105: QA/QC Reviews

- a. 10% Design Review
- b. 50% Design Review
- c. 90% Design Review
- d. Final Bid Documents Review

D. Task 400: Bidding Phase Services

- a. A traditional design-bid-build project delivery method is planned with a public competitive bidding process for construction of the facility. It is assumed that the work will be completed under one contract; multiple projects and pre-procurement of equipment or components is not included in this scope.
- b. It is assumed that CLIENT will be responsible for bid advertisement and managing the bidding process. Engineer will serve in a supporting role during the bidding process. The following work is planned in this role:
 - i. Prepare bid documents for advertisement based on CLIENT and CLIENT's Counsel review
 - ii. Conduct Pre-Bid meeting, prepare agenda, record and distribute meeting minutes.
 - iii. Prepare up to three addenda and respond to bidder questions during the bid period. A bid period of approximately one month is assumed.
 - iv. Review bids for general conformance to the Bidding Documents and provide a summary for review by CLIENT and CLIENT's legal counsel. If an award is made by CLIENT, prepare a Notice of Award and unexecuted agreement documents for issuance by CLIENT.
 - v. In the event bidders issue protests and/or CLIENT chooses to re-bid the project, the work associated with redesigning, repackaging, and / or rebidding shall be considered an Additional Service.

E. Task 500: Regulatory Coordination and Permitting

1. Coordination and Preparation of one Permit Application for Nevada Department of Environmental Protection (NDEP) for the Dewatering Facility.
2. Coordination and Preparation of one Permit Application for City of Fallon Building Permit for the Dewatering Facility.

F. Task 600: Construction Phase Services

1. Subtask 601: Office Engineer Services
 - a. Project Setup/Controls/Management
 - i. J-U-B will develop cost, schedule, and document tracking tools, project-specific meeting agenda/notes templates, and construction observation report templates and will provide on-going invoicing.
 - ii. This assumes that the contractor will provide a detailed construction schedule and relevant bid cost data.
 - b. Conformed Construction Drawings
 - i. J-U-B will produce conformed construction set drawings incorporating addenda from the bidding period.
 - ii. This task is expected to include minor revisions to construction documents.
 - c. Pre-Construction Meeting

- i. J-U-B will participate in a pre-construction meeting with CLIENT, the general contractor, construction inspection/testing team, and subcontractors to review and discuss administrative procedures, scheduling, critical work items, etc.
 - ii. This task includes one 6-hour on-site meeting with the project manager, the lead process engineer, the lead structural engineer, and the lead site civil engineer. the electrical subconsultant.
- d. Construction Survey Staking
 - i. J-U-B will provide the actual locations of major project elements. Stakes will be provided, at an offset determined by the contractor, for the location of each major project element as shown on the approved design plans prepared by J-U-B Engineers, Inc. Each item listed above will be staked only once. If stakes are disturbed during construction, the Contractor shall be responsible for any and all charges for re-staking.
 - ii. This task assumes 8 hours of on-site surveying work and 8 hours of office preparation, data processing, and document preparation. This task assumes coordination with the project manager on site (2 hours). J-U-B will provide an updated estimate upon completion of the Conformed Plans.
- e. Construction Administration Support
 - i. This task covers the day-to-day questions and coordination efforts that are required throughout the project from off-site.
 - ii. This task assumes a construction duration of 52 weeks and 2 hours per week for the project manager process design lead, and ½ hour per week for the structural design lead and civil site design lead.
- f. Construction Progress Meetings
 - i. J-U-B will attend, facilitate, and document on-site construction progress meetings.
 - ii. This task assumes 52 on-site weekly meetings 1 hour in duration with 1 hour of in-office preparation/documentation.
- g. Construction Observation
 - i. In conjunction with attendance of Construction Progress Meetings, J-U-B will visit the site weekly to observe construction activities, construction progress, and quality of work. Such visits are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, 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 judgement. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of the Client, if the work is proceeding in accordance with the contract documents, and J-U-B shall keep the Client informed of the progress of the work. Observations will be noted in a construction observation report to CLIENT and the project file.
 - ii. This task assumes 4 hours of construction observation per week directly following the weekly Construction Progress Meeting.
 - iii. This task excludes Resident Project Representative/Field Engineer/Inspection services.
- h. Submittal Review

- i. J-U-B will provide timely reviews of submittals and shop drawings of Contractor-provided equipment. Reviews will be limited to conformance with the design concept of the project and compliance with the information given in the contract documents. Reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
 - ii. This task assumes that 40 contractor submittals and shop drawings (combined) will be received, and that each will require 2 hours to review and respond to.
 - i. Request for Information (RFI) and Change Order (CO) Review and Response
 - i. J-U-B will provide support and coordination for issuing Work Change Directives and Change Orders, answering Requests for Information.
 - ii. This task assumes that 40 Request for Information and Change Order requests (combined) will be received, and that each will require 2 hours to review and respond to.
 - j. Pay Application Review and Processing
 - i. J-U-B will review Pay Applications, contractor-provided documentation, inspection team-provided documentation, and conformed construction documents and will recommend that CLIENT accept, require revision, or reject pay applications.
 - ii. This task assumes that 15 Pay Applications will be received, and that each will require 2 hours to review and respond to.
 - k. Substantial Completion Walkthrough and Punchlist
 - i. At substantial completion, the design team will conduct a site visit to review the new construction for conformance with the contract documents and prepare a punchlist of items to be addressed by the Contractor.
 - (a) This task assumes that the J-U-B project manager, process design lead, structural design lead, and civil site design lead will participate in a 6-hour site walkthrough, and that punchlist items will be partially developed prior to the walkthrough by the inspection team and through progress meetings and weekly construction observation. The walkthrough will be attended by the building mechanical and electrical sub-consultants.
 - (b) This task assumes that walkthrough/punchlist items related to control systems/SCADA integration will be performed by others.
 - ii. Following substantial completion, J-U-B will provide assistance during commissioning to assure the startup and integration of the new systems occur according to manufacturer requirements and in conjunction with existing systems.
 - (a) This task assumes that the process design lead will provide 12 hours of on-site startup/commissioning assistance during/directly following the substantial completion walkthrough.
 - (b) This task assumes that control systems/SCADA integration and startup will be performed by others.
 - l. Final Walkthrough
 - i. J-U-B will perform a final walkthrough to confirm all punchlist items have been satisfactorily addressed.
 - ii. This task assumes that the J-U-B project manager, process design lead, structural design lead, and civil site design lead will participate in a 6-hour site walkthrough.
 - m. NDEP Permit Coordination at End of Construction

- i. J-U-B will assist CLIENT in coordination with NDEP associated with completion of the dewatering facility.
 - ii. The permitting strategy for the overall facility in the context of the dewatering facility is yet to be determined by CLIENT. This task assumes general assistance and possible preparation of permitting documents, primarily by the lead and senior process engineers (24 hours each). Depending on the permitting strategy and objectives determined by CLIENT, the level of effort may increase beyond that assumed for this task.
- n. Record Drawing Preparation
- i. J-U-B will prepare record drawings for the improvements that capture the changes documented by the contractor, the inspection team, and during construction observation during construction. J-U-B will submit one hard copy and an electronic (.pdf) copy of the improvements to CLIENT.
 - ii. This task assumes that contractor and the inspection team will provide clearly annotated versions of the conformed drawing set that capture the changes.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Provide design information and drawings for the existing facility. It is expected that this information will provide sufficient detail and accuracy such that it can be relied upon for design.
 2. Provide operational data / process logs for the facility for the following items (as available): influent flows, influent testing for pollutants, effluent testing for pollutants / permit requirements, and process operating data. These data will be used by ENGINEER to estimate sludge production.
 3. Contract with a system integrator to coordinate the SCAD System design and perform the control system integration of the dewatering facility with the existing WRF.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Dewatering Equipment Research: Site Visits, Demonstration Testing
 2. Pond Solids Characterization and Removal Evaluation

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 3. For Cost Plus Fixed Fees:
 - a. Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times their hourly salary rate times J-U-B's audited overhead multiplier for all services performed on the Project.
 - b. Client shall pay J-U-B a lump sum fixed fee.

- c. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1.
- d. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
- 4. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Project Planning and Management	Time and Materials	\$83,100	Concurrent with work progress
200	Data Gathering	Time and Materials	\$24,600	March/April 2022
300	Dewatering Facility - Design Phase Services	Time and Materials	\$446,500	April 2022 – March 2023
400	Bidding Phase Services	Time and Materials	\$21,600	March 2023 - April 2023
500	Regulatory Coordination and Permitting	Time and Materials	\$7,200	October 2022 – March 2023
600	Construction Phase Services	Time and Materials	\$229,600	As mutually agreed to by CLIENT and J-U-B
Total:			\$812,600	

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.

Exhibit(s):

For internal J-U-B use only:

PROJECT LOCATION (STATE): Nevada

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Wastewater Treatment (S04-T)
2. None

March 15, 2022

Agenda Item 6

Consideration and possible approval of a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the A Street Reconstruction project in the amount of One Hundred Thirty-Five Thousand Two Hundred Fifty Dollars (\$135,250.00). **(For possible action)**

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 6

DATE SUBMITTED: March 7, 2022

AGENDA DATE REQUESTED: March 15, 2022

TO: The Honorable City Council

FROM: Brian Byrd

SUBJECT TITLE: Consideration and possible approval of a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the A Street Reconstruction project in the amount of One Hundred Thirty-Five Thousand Two Hundred Fifty Dollars (\$135,250.00). **(For possible action)**

TYPE OF ACTION REQUESTED: (Check One)

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

RECOMMENDED COUNCIL ACTION: Motion to approve a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the A Street Reconstruction project in the amount of One Hundred Thirty-Five Thousand Two Hundred Fifty Dollars (\$135,250.00). **(For possible action)**

DISCUSSION: The approval of a contract to Lumos & Associates would allow for design, planning, engineering, and construction services associated with the reconstruction of 2,500 linear feet of A Street from Venturacci Lane to North Maine Street. The Scope of Work for this project includes: topographic surveying, geotechnical investigation, agency coordination, preparation of construction documents, bid services, construction management, inspection and quality assurance testing.

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

FISCAL IMPACT: One Hundred Thirty-Five Thousand Two Hundred Fifty Dollars (\$135,250.00).

FUNDING SOURCE: RTC

PREPARED BY: Brian Byrd, Director of Public Works



Fallon
178 S. Maine Street
Fallon, Nevada 89406
775.423.2188

February 23, 2022

Brian Byrd, P.E.
Public Works Director
City of Fallon, Public Works
55 W. Williams Ave
Fallon, NV 89406

LA22.161

Subject: Proposal for Civil Design and Construction Services – City of Fallon A Street Reconstruction Project

Dear Brian:

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

Project Understanding

The City of Fallon has identified that A Street is in need of reconstruction. This may include various maintenance techniques up to and including complete reconstruction of the paved roadway. The project limits include the portion of A Street from Venturacci Lane to Maine Street; all of which may include the returns for connecting cross streets at intersections and commercial approaches.

The Scope of Services for this project will include the following tasks: The City of Fallon has identified approximately 2,500 linear feet of A Street in need of reconstruction. The Scope of Work for this project includes: topographic surveying, geotechnical investigation, agency coordination, preparation of construction documents, bid services, construction management, inspection, and quality assurance testing. This scope is further defined below:

1. Project Management - includes ongoing meetings and coordination with City of Fallon and affected interests.
2. Topographical Survey- includes a topographical survey.
3. Geotechnical Investigation - includes a soils investigation and recommended rehabilitation/reconstruct options for the section of A St., between Venturacci Lane and Maine Street.
4. Preliminary Design- includes the collection, review, and incorporation of background data provided by the local utility providers and the City of Fallon base maps with the topographical survey. Limits of reconstruction will be determined and documented in preliminary plans.
5. Construction Documents- includes construction plans and technical specifications that will be prepared for review and acceptance by the City of Fallon.
6. Bidding Services - includes technical assistance that will be provided to the City of Fallon during the bidding process.

7. Project Design Contingency- a contingency amount will be provided for unforeseen conditions and will only be used at the direction of the City of Fallon.
8. Construction Administration – includes construction management, pre-construction meeting, coordination with the contractor, review of field reports and quantities, submittal review, invoicing, responding to request for information, and record drawings.
9. Quality Assurance Testing – includes sampling, testing, and documentation of all materials incorporated into the project. This includes materials delivered to the project that are listed in the Plans and Specifications. Materials to be tested will include bedding soil, soil backfill, asphalt concrete, aggregate base, and native subgrade material.
10. Quality Control Inspection – includes an inspector to be on site to appropriately monitor the Contractor's daily work for compliance with the Construction Contract Documents, and to advise the Contractor and the City of Fallon of the need for corrective action. Conduct daily on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. Properly document all field conditions both existing and proposed for inclusion into the record drawings.
12. Project Construction Contingency – a contingency amount will be provided for unforeseen conditions and will only be used at the direction of the City of Fallon.

Each of these tasks are defined in greater detail below. It is understood that the final design requirements will be adjusted as needed to meet the demands of the project and the needs of the City of Fallon

Project Scope

Task 1 – Project Management

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

Task 2 – Topographic Survey

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

The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=40' with a 1' contour interval accuracy and ground sampling distance of 0.25' per pixel. Isolated field shots will be obtained at critical locations such as edge of roadway, curb and flowline elevations, surface evidence of utilities, storm drain features (with inverts), and obscured areas to be combined with the aerial imagery to supplement the base map. A digital terrain model, topographic base map, and color orthophoto will be generated using the combination of ground and aerial collected data.

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

The area to be mapped for A St. will be a $\pm 60'$ wide corridor from the centerline of Venturacci Lane to centerline of Maine Street.

Task 3 – Geotechnical Investigation

Lumos proposes a field investigation that will consist of test pit exploration at approximately six (6) locations within the proposed reconstruction area in the shoulder of the roadway. Exploration depth will range from five (5) to ten (10) feet below ground surface, or practical refusal, whichever comes first. We understand the Lumos will complete the USA Dig clearance, and will provide the excavation/backfill services, and the traffic control.

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

Field Investigation will include:

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

Laboratory analysis may include:

- Atterberg Limits
- Moisture Density Curve
- Grain Size Analysis (including fines content)
- R-Value
- Soluble Sulfates/pH/Resistivity
- Permeability

Report, Recommendations, and Conclusions

- Exploration Logs
- Soil Types and Classification
- Site Geology
- Laboratory Test Results
- Geotechnical Discussion
- Grading Recommendations
- Pavement Recommendations
- Construction Procedures
- Groundwater Level, if encountered

Note that out cost estimates do not include any soil and/or groundwater contamination evaluation at the site. We have assumed that no permits are required to conduct our field investigation and/or tests, and that access to the property will be granted to our Field Engineer.

Prior to the completion of the geotechnical report, Lumos will meet with the City of Fallon Project Manager to present feasible road rehabilitation alternatives. The goal of this meeting is to establish the final reconstruction section to be included in the recommendation portion of the report.

Included within this task is preparing and coordinating the Encroachment and Excavation Permit application process with the City of Fallon. No Potholing services are included within this task.

Task 4 – Preliminary Design

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

Within this task it is assumed that several public meetings may be required with residents and or City of Fallon representatives to present the anticipated impacts to the adjacent properties.

Task 5 – Construction Documents

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

The final construction plans will be on 22"x 34" size sheets (half size 11"x17"). The plans will show all elements of project construction including but not limited to reconstruction plan and profile view, subsurface plan and profiles for utility improvements, right-of-way lines, property owners name, property APN and site address, and any other details necessary for construction.

60% Improvement plans submittal:

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

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

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

provide Lumos the boilerplate of the contract documents and technical specifications in MS Word format.

100% Improvement plan and Specification Submittal:

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

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

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

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

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

Plan Production and Distribution:

At 60%, 100% and Final project milestones Lumos will submit up to three (3) sets of plans on 11"x17" size sheets (half size) and technical specifications (at appropriate milestones). The City of Fallon will be responsible for delivering all sets to the review agencies. Electronic files of submittals will also be included in .dwg, .docx, and .pdf file formats.

Review Meetings:

At 60% and 100% project milestones, Lumos will conduct one (1) meeting with the City of Fallon to review the design and discuss design comments. Lumos understands that additional meetings may be required to discuss review comments and design issues.

Final Bid Documents:

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

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

Task 6 – NDOT Permitting

Lumos anticipates the following scope of work relating to NDOT permitting:

Limits of Improvement:

- West side of Maine Street/A Street intersection.

Anticipated Civil Design Elements:

- Asphalt reconstruction, utility adjustments, and striping replacement.
 - Lumos will provide new improvement design and will produce improvement plans, traffic control plans, and permit application, with the intent of submitting for an NDOT Type VI 'Miscellaneous' Occupancy Permit.

Lumos will prepare and submit an Occupancy Permit application. The City of Fallon shall provide an authorization form for Lumos to coordinate with NDOT on the City's behalf. Lumos will also provide color-coded improvement plans and documentation pertaining to civil work in accordance with the Nevada Department of Transportation standards. It is anticipated that NDOT will require a Permit Category Type VI 'Miscellaneous Permit'. Lumos will be responsible for submission and processing of the NDOT permit.

Lumos will identify and participate in negotiations if City of Fallon and NDOT design standards conflict.

Lumos will file a 'Design Variation' request to NDOT with the improvement plan submittal as necessary.

Lumos will provide to City of Fallon the following NDOT permitting documents:

- Title Sheet: providing required information including a vicinity map, NDOT general notes, installation quantities etc.
- Color-coded Plan & Profile, Cross-section and Detail Sheet(s): providing NDOT designated reference materials.
- Support documentation including a Drainage Information form and Technical Drainage Letter, if required. Lumos does not anticipate developing a Drainage Report.
- Traffic control plans reviewed and approved by an ATSSA certified individual.

The submittal of the NDOT Occupancy Permit will be made by Lumos directly to NDOT. As a part of the NDOT submittal, Lumos is required to include COMPLETE electronic and hard copy plan sets that must include construction plans.

Assumptions and Exclusions:

In preparing this NDOT scope of work, Lumos has made the following exclusions and/or assumptions:

- Lumos excludes a separate geotechnical investigation for this task, however, if a modified report becomes a requirement of NDOT to submit for a Permit Category Type VI 'Miscellaneous Permit', Lumos can provide a proposal at a later date.
- This scope excludes a Cultural Resource Survey or Underlying Fee Ownership (UFO).
- Lumos assumes the construction schedule will be developed by the General Contractor.
- Utility relocation design is excluded.
- SWPPP submittal and Erosion Control Plan will be the responsibility of the General Contractor.

Fees for Agency submittal, reviews and permit fees are excluded from the total fee and are the sole responsibility of the City of Fallon.

Task 7 – Bidding Services

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

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

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

Task 8 – Design Services Contingency (Optional)

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

Task 9 – Construction Administration

Lumos will provide contract administration services as follows:

- Attend the preconstruction conference and progress meetings at intervals determined by the City of Fallon
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities

- Assist with review and approval of Contractor's Certified Payroll Reports
- Perform wage compliance interviews
- Provide recommendations to the City of Fallon for any necessary construction changes due to field conditions
- Assist in change order review and approval
- Provide final test results, field reports in an electronic .pdf via email

Task 10 – Construction Inspection

The following staffing shall be provided for the duration of project construction:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior Inspector, ten (10) hour workdays for thirty-five (35) shifts, for a total of 350 hours.

The inspectors will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the City of Fallon, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to the City of Fallon and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blue line set of drawings to incorporate contractor record drawing mark-ups

Task 11 – Materials Testing

Lumos will provide Materials Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following tests and frequencies shall be performed:

- Materials to be tested will include asphalt concrete, aggregate base, native subgrade material, structural fill, pipe bedding, and Portland Cement Concrete. Test reports, accompanied with Lumos' recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the City of Fallon and CC'd to appropriate governmental jurisdiction(s).
- Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for asphalt concrete placement, and on-site PCC testing & sampling.
- Provide AC Testing. Provide asphalt concrete tests at a frequency of every five hundred (500) tons placed. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability, and Marshall unit weight.

- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight and percent compaction.

Task 12 – Record Drawings

Lumos shall provide record drawings for the completed project. One set of blue line and two sets of electronic drawings, in PDF format (24" x 36" at 300dpi), on diskette will be provided to the City of Fallon for its files.

The final record drawings must be identified, dated and signed as the record drawings. These drawings may include either:

1. The final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
2. New engineer-stamped/signed reproducible drawings identified as the record drawings.

The record drawings shall include a copy of the original title sheet (including the appropriate signatures by the City of Fallon, local government, signed by Lumos) and identified as record drawings.

Task 13 – Construction Services Contingency (Optional)

This task is contingency for miscellaneous increases within the scope of this contract in the performance of services. If Lumos determines that it is necessary to perform work to be paid out of contingency, Lumos shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the City of Fallon Project Manager's prior written approval. This task may or may not be used at the sole discretion of the City of Fallon.

Assumptions / Exceptions

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

- This scope does not include preparation of a drainage report in accordance with City of Fallon standards.
- It is assumed that the amount of impervious area will remain the same. Therefore, storm water detention/retention may not be necessary.
- Wet and Dry Utility improvements (except electrical improvements) are not included in the scope of this proposal.
- Landscape design is not included in this proposal.
- The City of Fallon will provide boiler plate general conditions and contract documents for bidding purposes.
- Construction Staking is not included in this proposal.
- The City of Fallon shall provide facility maps for existing utilities to be utilized in the preparation of the base map.
- This scope is limited to the rehabilitation of existing asphalt concrete only. No utility or Portland Cement Concrete improvements have been included.

Fees

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

Task	Description	Fee
Task 1	Project Management	\$7,000
Task 2	Topographic Survey	\$10,500
Task 3	Geotechnical Investigation	\$15,400
Task 4	Preliminary Design	\$4,200
Task 5	Construction Documents	\$18,200
Task 6	NDOT Permitting	\$4,500
Task 7	Bidding Services	\$2,250
Task 8	Project Design Contingency (Optional)	\$3,500
Task 9	Construction Administration	\$6,900
Task 10	Construction Inspection	\$49,500
Task 11	Materials Testing	\$8,300
Task 12	Record Drawings	\$2,500
Task 13	Construction Services Contingency (Optional)	\$2,500
	Total:	\$135,250

Project Schedule

Notice to Proceed (NTP): TBD

Topographic Survey/Right-of-Way Determination/Geotechnical Investigation: 4 weeks after NTP

Preliminary Plans: 6 weeks after NTP

Final Construction Documents: 12 weeks after NTP

Start of Construction: Late Summer/Early Fall 2022

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

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

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

Sincerely,



Steven G. Moon, P.E.
Director



Brian Harer
Project Manager

Encl: Fee Schedule
Standard Provisions of Agreement



Standard Fee Schedule
January 1, 2022

Engineering	Per Hour
Director	\$250
Group Manager	235
Senior Project Manager – Special Projects	225
Assistant / Project / Senior Project Manager	170/195/205
Staff / Project / Senior Hydrogeologist	170/180/185
Staff / Project / Senior Engineer	155/165/175
Landscape Designer / Architect / Architect Manager	115/150/160
Staff / Project / Senior Planner	155/165/175
Assistant / Project / Senior Project Coordinator	125/150/160
Project / Senior Project Designer	135/145
Engineering Technician I / II	115/125
Support Technician	90
Construction	Per Hour
Director	\$250
Materials Engineering Manager	215
Assistant / Project / Senior Project Manager	170/195/205
Geotechnical Engineer	195
Construction Services Supervisor / Engineer	140/160
Assistant / Project / Senior Project Coordinator	125/150/160
Geotechnician	140
Inspector / Senior Inspector (includes nuclear gauge)	120/130
Engineering Technician I / II	115/125
Materials Technician I / II (includes nuclear gauge)	95/100
Surveying	Per Hour
Director	\$250
Group Manager	235
Assistant / Project / Senior Project Manager	170/195/205
Staff / Project / Senior Surveyor	145/160/170
Assistant / Project / Senior Project Coordinator	125/150/160
Photogrammetrist / Photogrammetry Manager	140/160
Surveying Technician I / II	115/125
Party Chief	160
Chain Person	80
Administrative & Other Services	Per Hour
Administrator	\$85
Clerical	75
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

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

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2022 until further notice.



Quality Control Fee Schedule
January 1, 2022

Testing/Inspection		Per Hour
Director		\$250
Materials Engineering Manager		215
Assistant / Project / Senior Project Manager		170/195/205
Geotechnical Engineer		195
Construction Services Supervisor / Engineer		140/160
Assistant / Project / Senior Project Coordinator		125/150/160
Geotechnician		140
Inspector / Senior Inspector (includes nuclear gauge)		120/130
Engineering Technician I / II		115/125
Materials Technician I / II (includes nuclear gauge)		95/100
Administrator		85
Clerical		75

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$200
Wash	(ASTM C-117)	150
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	250

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

Moisture Density Testing		Each
Compaction	(ASTM D-698 or ASTM D-1557)	\$275
Rock Correction	(ASTM D-4718)	150
Harvard Miniature	(NDOT T-101)	150
CAL 216		300
Check Point	(ASTM D-1557)	125



Quality Control Fee Schedule
January 1, 2022

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	500

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	\$40
Hold Cylinder (Cured but not tested)		30
Compression, Concrete Core	(ASTM C-42)	40
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	80
Compression, Grout Cylinder	(UBC 24-28)	40
Compression, Mortar Cylinder	(UBC 24-28)	40
Masonry Block Absorption and Moisture	(ASTM C-140)	Quote on request
Shrinkage	(ASTM C-426)	Quote on request
Compression, Concrete Masonry Units	(ASTM C-140)	Quote on request
Compression, Concrete Masonry Prisms	(ASTM C-1314)	Quote on request
Density of Spray Applied Fireproofing		Quote on request
Concrete Mix Design, including Mixing and Casting of Cylinders		Quote on request

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

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

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2022 until further notice.

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

THIS AGREEMENT, entered into on the _____ day of _____, 20 22, by and
by and between The City of Fallon
whose mailing address is 55 W. Williams Ave. Fallon, NV 89406
hereinafter called "CLIENT," and LUMOS & ASSOCIATES, INC., hereinafter called "CONSULTANT," is as follows:

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

THE CLIENT/contact person for this project is Brian Byrd
Phone 775-217-5990 Email bbyrd@fallonnevada.gov

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

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

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

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

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

D. CONSULTANT will begin work on or about March 1 20 22; and have said
work completed See proposal attached hereto as Exhibit "A"

CONSULTANT contact for this project is Alex Greenblat Phone (775) 827-6111

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

All notices, requests, demands, and other communications required under this Agreement shall be in writing and shall
be deemed duly given and received: (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days
after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid; and/or (iii) if
by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with
such service. All written communications shall be addressed to CONSULTANT at 9222 Prototype Drive, Reno, NV
89521, or to CLIENT at the address written above.

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

CONSULTANT:
PRINT Steven G. Moon
SIGN _____
TITLE Director
DATE _____

CLIENT:
PRINT _____
SIGN _____
TITLE _____
DATE _____

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

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

2. BILLING AND PAYMENT

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

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

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

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

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

3. TERMINATION

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

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

4. ADDITIONAL SERVICES

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

The Consultant shall comply with applicable laws, codes and regulations in effect as of the date it provides its services pursuant to the standard of care in the industry. Changes to Consultant's services made necessary by newly enacted laws, codes and regulations after such date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with this Additional Services provision. In addition, the Consultant shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

5. STANDARD OF CARE

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

6. COST ESTIMATES

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

7. LIMITATIONS ON RESPONSIBILITIES

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

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

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

8. OWNERSHIP OF DOCUMENTS

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

9. INDEMNIFICATION

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

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

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

10. RIGHT OF ENTRY

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

11. SAMPLES

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

12. GOVERNING LAW; DISPUTES

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

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

13. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.

14. WAIVER OF CONSEQUENTIAL DAMAGES

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

15. FORCE MAJEURE

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

16. SOLE CORPORATE REMEDY

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

17. HAZARDOUS MATERIALS

The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Consultant or any other party encounters any

hazardous materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Consultant shall not be responsible for locating or abating any hazardous materials.

18. LIMITATION OF LIABILITY

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

19. MISCELLANEOUS

(a) Client and Consultant each respectively bind themselves, their partners, successors, executors, administrators, and assigns to the Agreement.

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

(c) Neither Client nor Consultant shall assign its interest in the Agreement without the prior express written consent of the other.

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

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

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

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

20. RETAINER

Client agrees to deposit the sum of zero \$ 0 as a retainer, receipt of which is a prerequisite for Consultant to perform services for Client. The retainer will be held by Consultant to secure payment of Consultant's invoices in Consultant's general accounts with all benefits accruing to Consultant. Consultant, at its sole discretion, may apply the retainer to any outstanding invoices which Client has failed to pay in the time frames set forth in this Agreement; however, nothing herein shall be interpreted to relieve Client from paying Consultant's invoices as set forth in this Agreement. If any portion of the retainer is applied to an outstanding invoice, Client shall, within five (5) days of Consultant's request, replenish the retainer account to the original amount listed herein. The retainer, or unused portion thereof, shall be refunded to Client within thirty (30) days after Consultant's services conclude or termination of this Agreement, whichever comes first, provided that there is no balance owed to Consultant. If a balance is owed to Consultant when services conclude or this Agreement is terminated, Client will be refunded the difference between the amount owed and the remaining retainer, if any. Nothing herein shall limit Consultant's rights to collect any remaining balance owed by Client once the retainer is depleted.

March 15, 2022

Agenda Item 7

Consideration and possible appointment of Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2022, for an estimated total fee not to exceed Ninety-Four Thousand Dollars (\$94,000.00), and approval for the Mayor to authorize additional fees if necessary to complete the audit. **(For possible action)**

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 7

DATE SUBMITTED: March 8, 2022

AGENDA DATE REQUESTED: March 15, 2022

TO: The Honorable City Council

FROM: The Audit Committee

SUBJECT TITLE: Consideration and possible appointment of Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2022, for an estimated total fee not to exceed Ninety-Four Thousand Dollars (\$94,000.00), and approval for the Mayor to authorize additional fees if necessary to complete the audit. **(For possible action)**

TYPE OF ACTION REQUESTED: (Check One)

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

RECOMMENDED COUNCIL ACTION: Motion to approve engagement letter and appoint Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2022, for an estimated total fee not to exceed Ninety-Four Thousand Dollars (\$94,000.00), and approval for the Mayor to authorize additional fees if necessary to complete the audit.

DISCUSSION: Pursuant to NRS 354.624, the City must provide for an annual audit of all of its financial statements. NRS 354.624(3) requires the City to designate its auditors and provide notice of the designation to the Department of Taxation not later than three (3) months before the close of the fiscal year to be audited. The Audit Committee, which consists of Councilwoman Karla Kent, City Attorney Mike Mackedon, and Chief of Staff Bob Erickson, has reviewed the attached proposal and recommends the appointment of Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2022. The quoted total fee covers the general audit and one major program audit in addition to all travel costs.

FISCAL IMPACT: Ninety-Four Thousand Dollars (\$94,000.00)

FUNDING SOURCE: The General Fund

PREPARED BY: Sean Richardson, City Clerk/Treasurer



March 8, 2022

City of Fallon Audit Committee
City of Fallon, Nevada
55 West Williams Avenue
Fallon, NV 89406

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Fallon, Nevada (the City) as of June 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding

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their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedules of Changes in the City Total OPEB Liability and Related Ratios
- Schedule of City's Share of the Net Pension Liability
- Schedule of Contributions

We will subject the following RSI to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the RSI to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following RSI in relation to the basic financial statements as a whole:

- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (Budgetary Basis) and Actual – General Fund
- Reconciliation of the General Fund (Budgetary Basis) to the General Fund (GAAP Basis) Schedule of Revenues, Expenditures and Changes in Fund Balances
- Notes to Required Supplementary Information

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- The combining and individual fund statements and schedules, including budgetary comparisons
- Reconciliation of the General Fund (Budgetary Basis) to the General Fund (GAAP Basis) Combining Balance Sheet
- The schedule of fees imposed subject to the provisions of NRS 354.5989 – limitations of fees for business licenses

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section

- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of

the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;

10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
16. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including
 - i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report;
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Assist with preparing financial statements and the schedule of expenditures of federal awards in conformity with U.S. generally accepted accounting principles and Uniform Guidance based on information provided by you.
- Completion of the auditee's portion of the Data Collection Form.
- Propose journal entries to be reviewed and approved by management relating to the GASB 34 conversion entries for the governmental funds.

We will not assume management responsibilities on behalf of the City. The City's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Teri Gage is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in July 2022.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. Our fee for the audit will be \$94,000 (which includes travel expenses). This fee includes one major program to be audited under the Single Audit and Uniform Guidance, if you have more than one major program the fee will increase by \$5,000 for each additional major program. We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Audit Committee, City Council and management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a “Dispute”) shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”). Mediation shall be conducted with the parties in person in Reno, Nevada. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively “Eide Bailly”) shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys’ fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly’s services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly’s breach of this agreement or Eide Bailly’s violation of applicable professional standards. In no event shall Eide Bailly’s aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys’ fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Nevada law. Any unresolved Dispute shall be submitted to a federal or state court located in Reno, Nevada.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Teri Gage
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Fallon by:

Name: _____

Title: _____

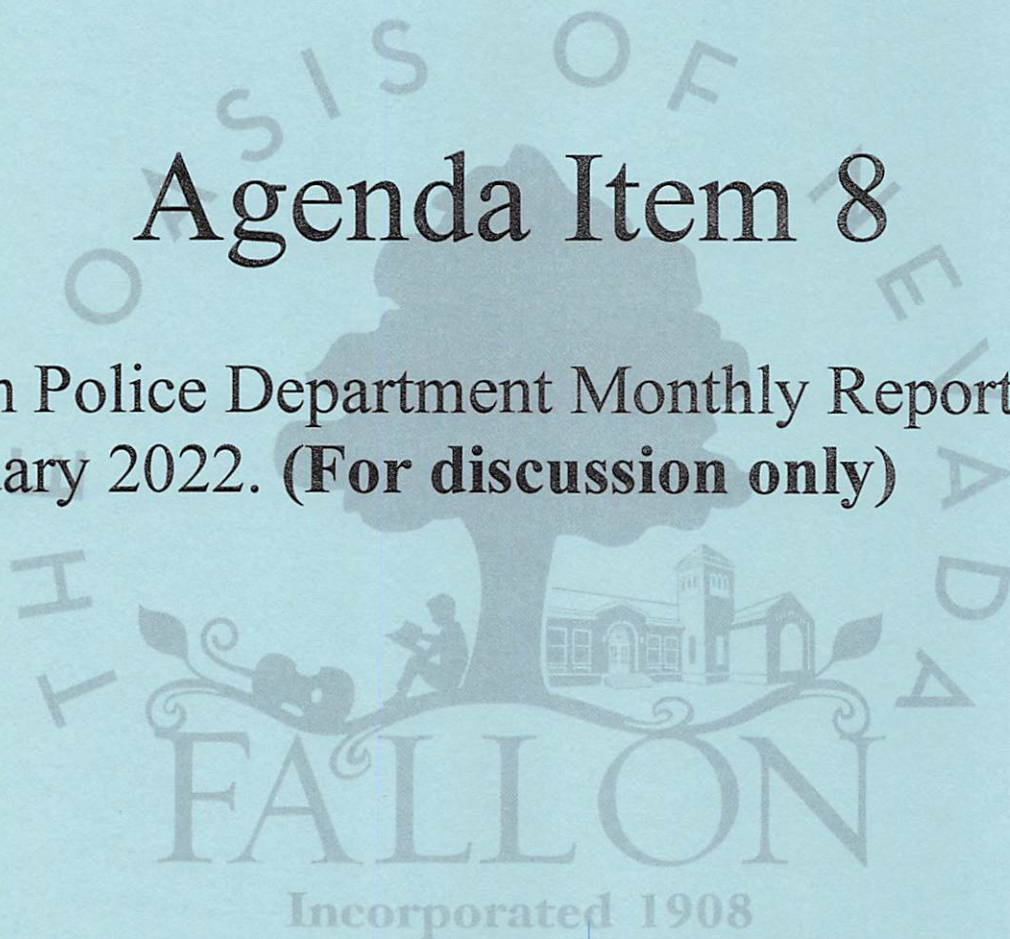
Date: _____

CC: City of Fallon, Nevada Council Members

March 15, 2022

Agenda Item 8

Fallon Police Department Monthly Report for
February 2022. **(For discussion only)**



CITY OF FALLON
REQUEST FOR COUNCIL ACTION
AGENDA ITEM NO. 8

DATE SUBMITTED: 03/04/22

AGENDA DATE REQUESTED: 03/15/22

TO: Mayor and Council

FROM: Kristopher R. Alexander, Chief of Police

SUBJECT: Fallon Police Department Monthly Report for February 2022

TYPE OF ACTION REQUESTED: (Check One)

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Review Only

RECOMMENDED COUNCIL ACTION: For review only

DISCUSSION/ANALYSIS: (Attachment, if necessary)

FISCAL IMPACT: None

FUNDING SOURCE:

EXPLANATION OF IMPACT:

ALTERNATIVES:

Prepared By: Emily Rasmussen 

Date 3/4/22

Reviewed By: Chief Kristopher Alexander 

Date 3/4/22

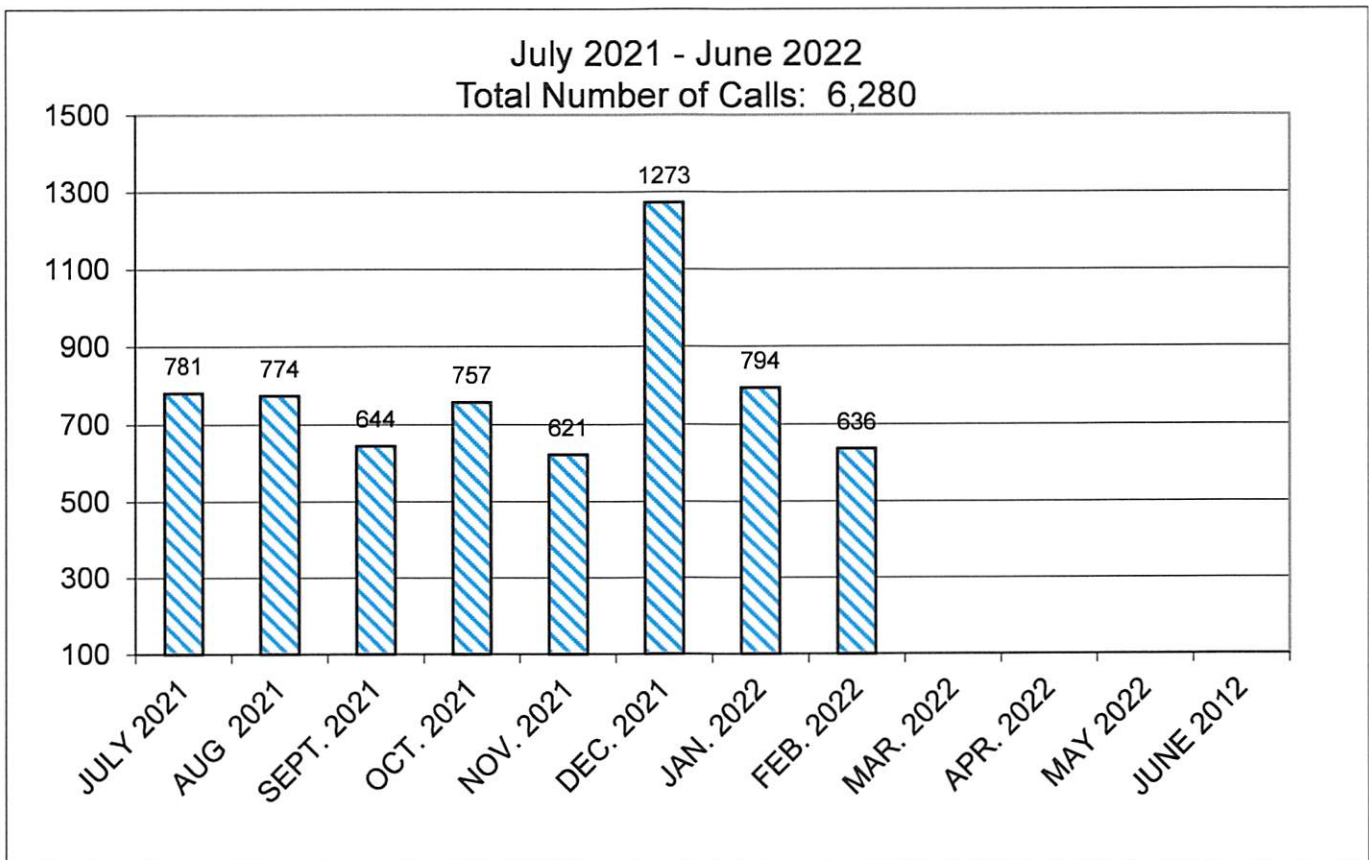
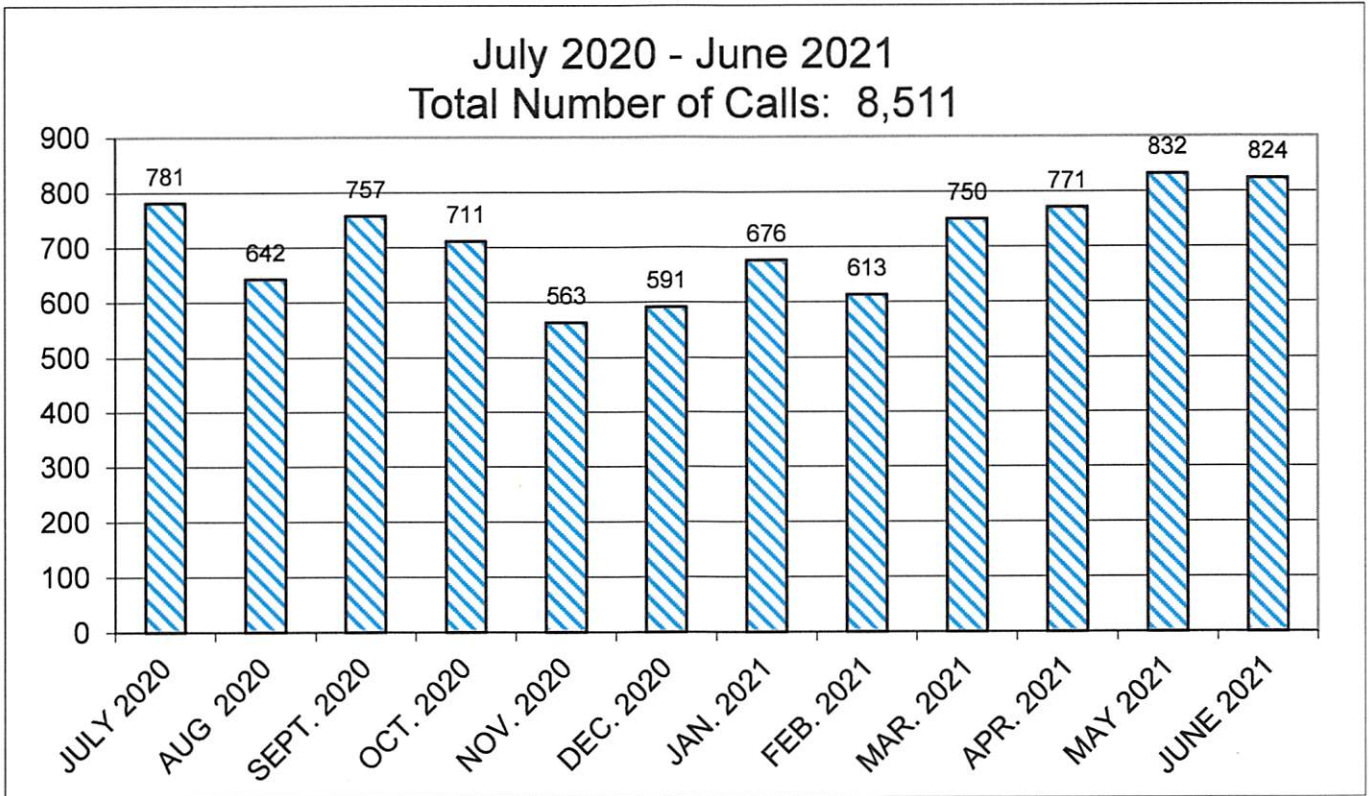
Presented by Kristopher Alexander

MONTHLY ACTIVITY REPORT

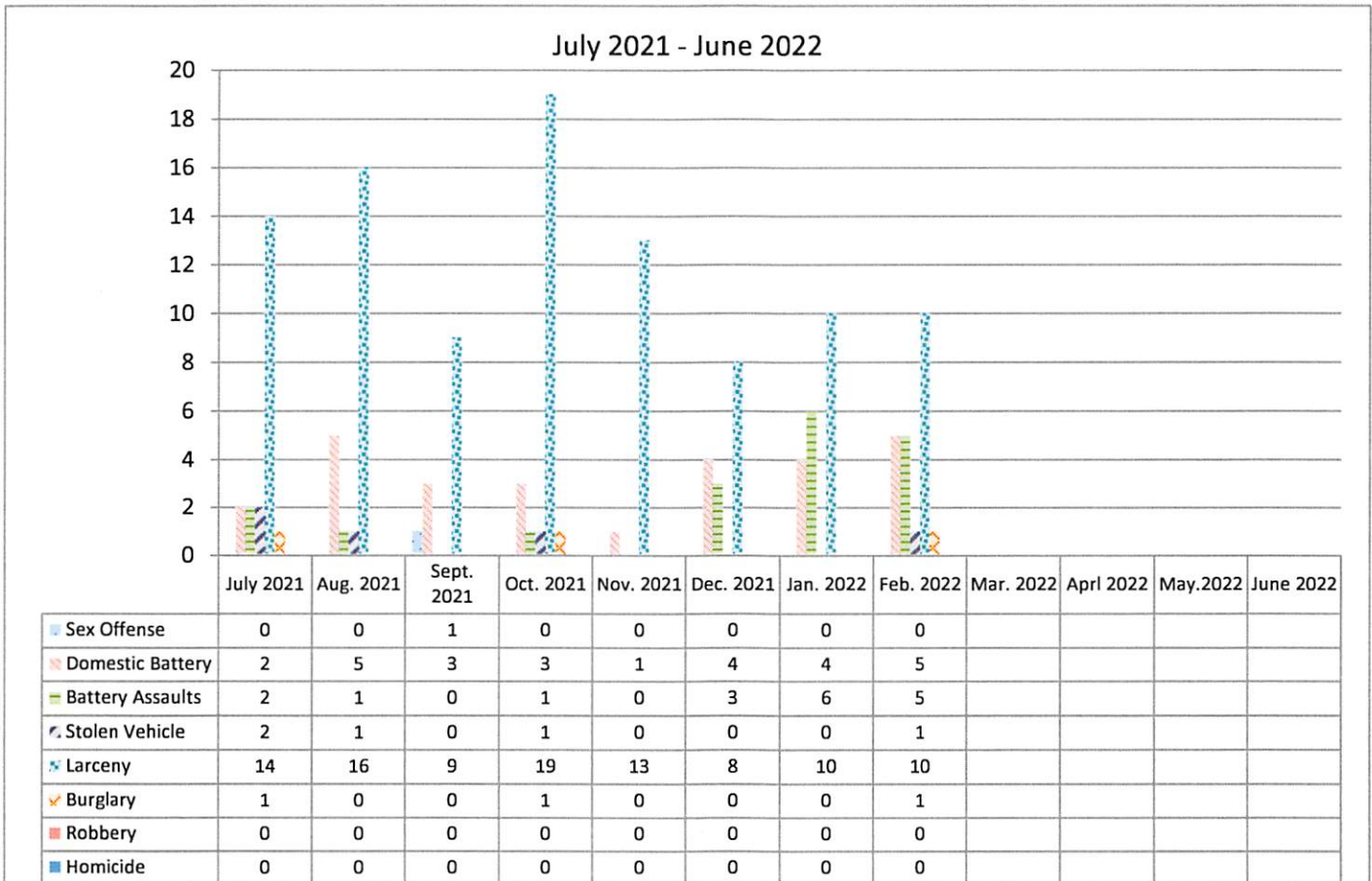
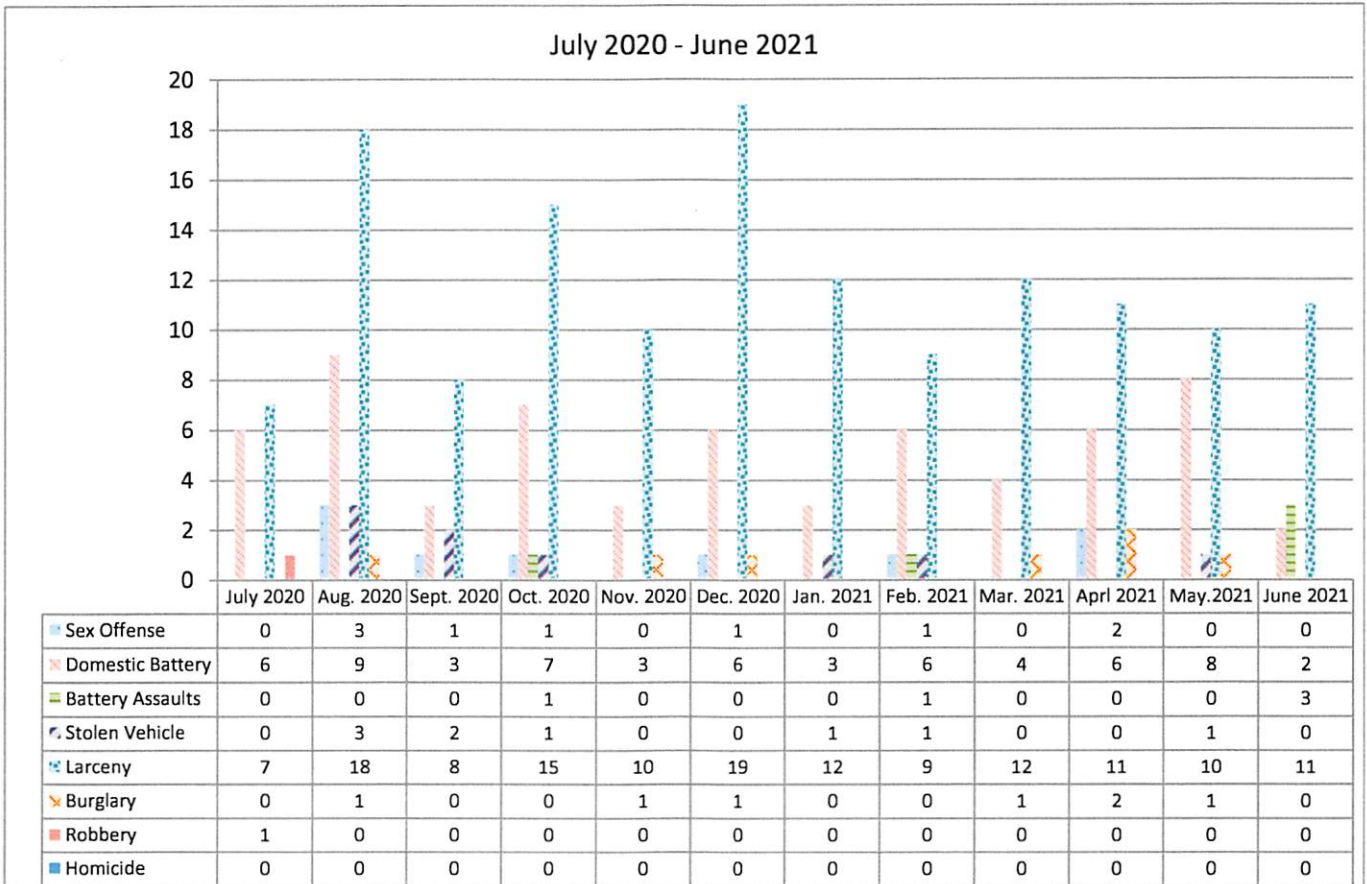


February 2022

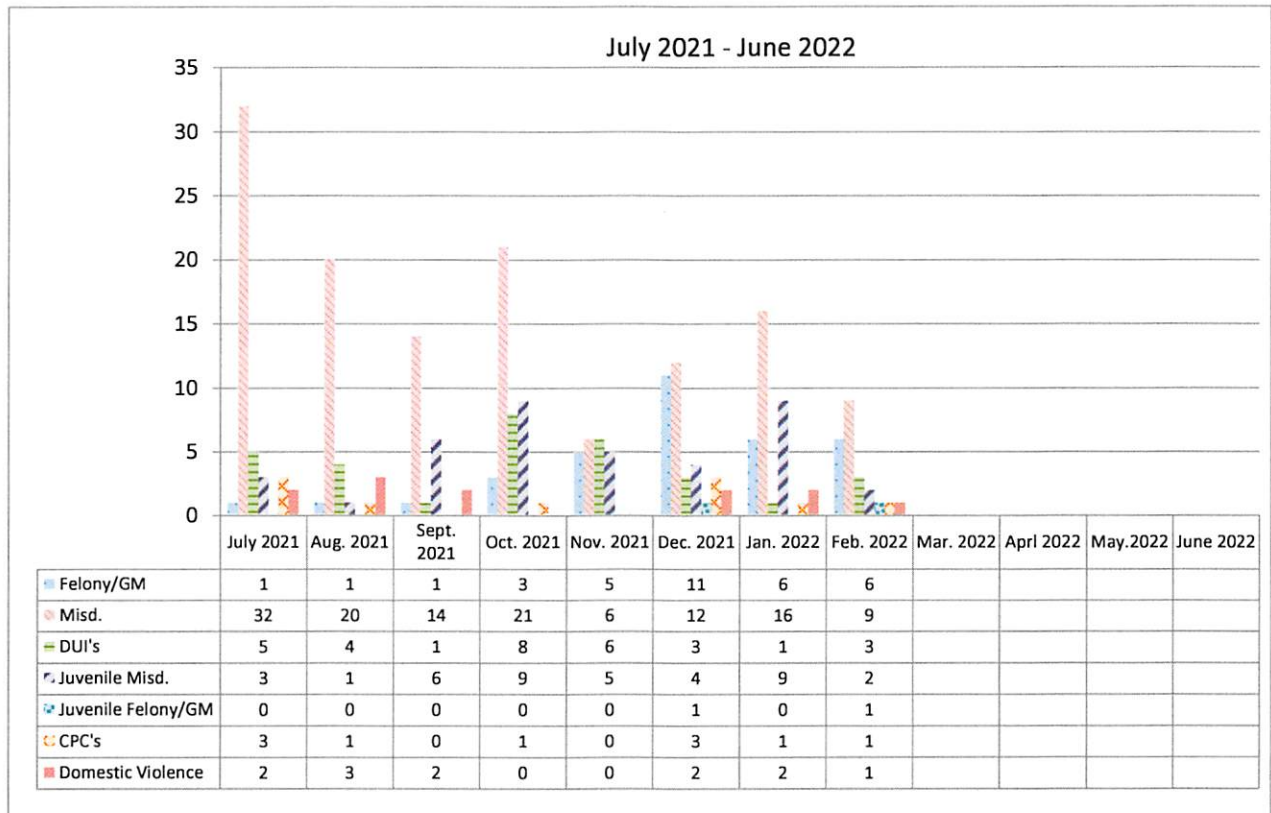
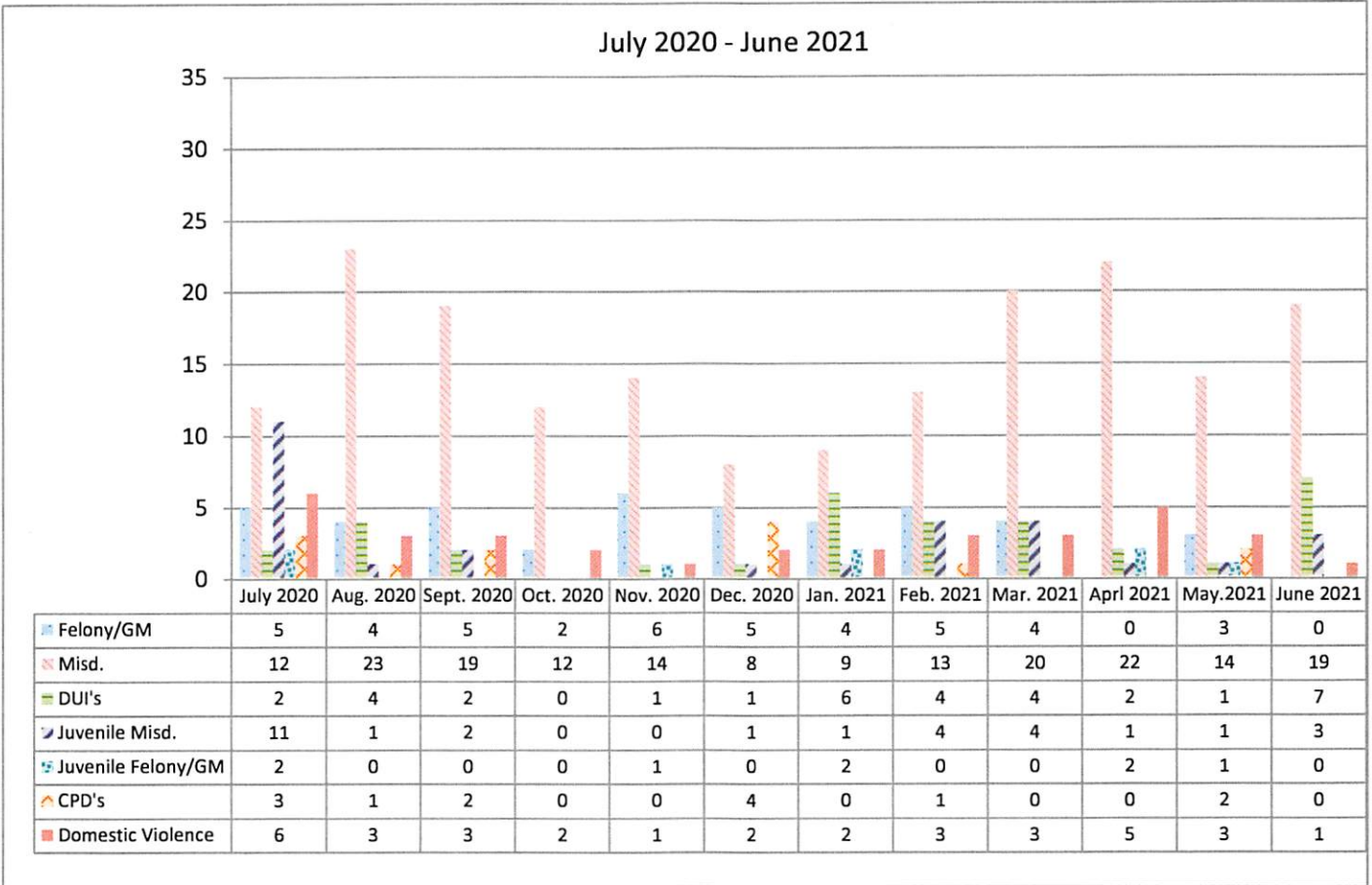
Calls for Service / Total Incidents Reported



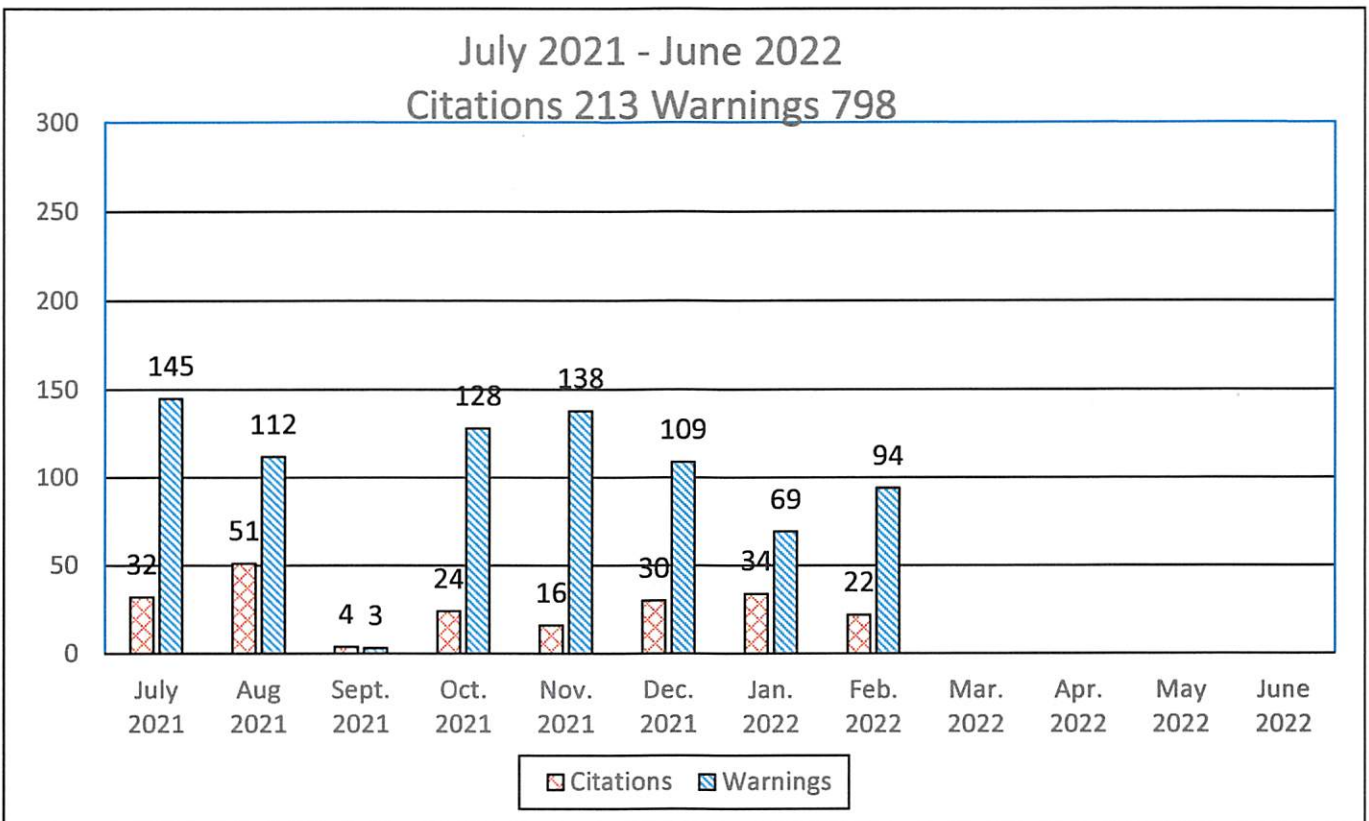
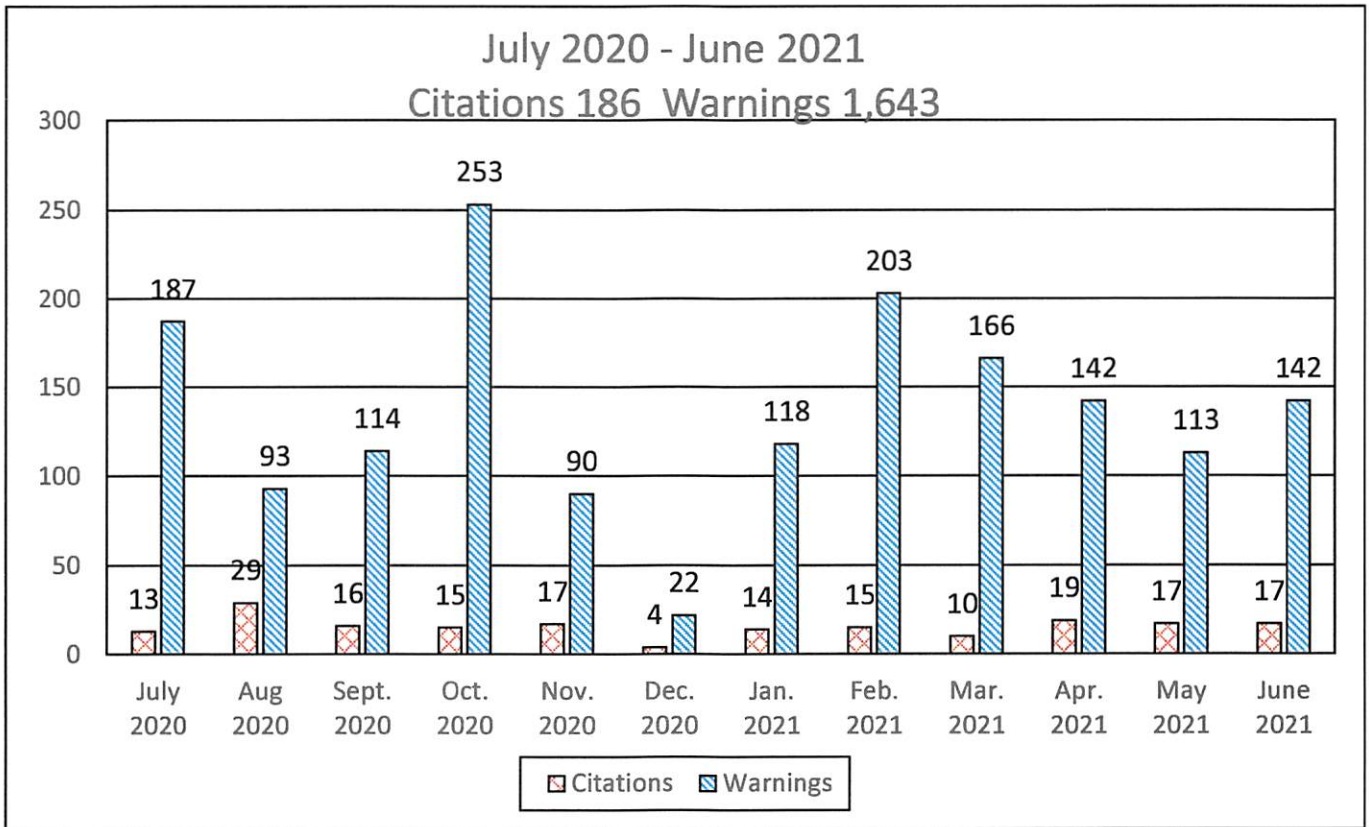
Crime Summary



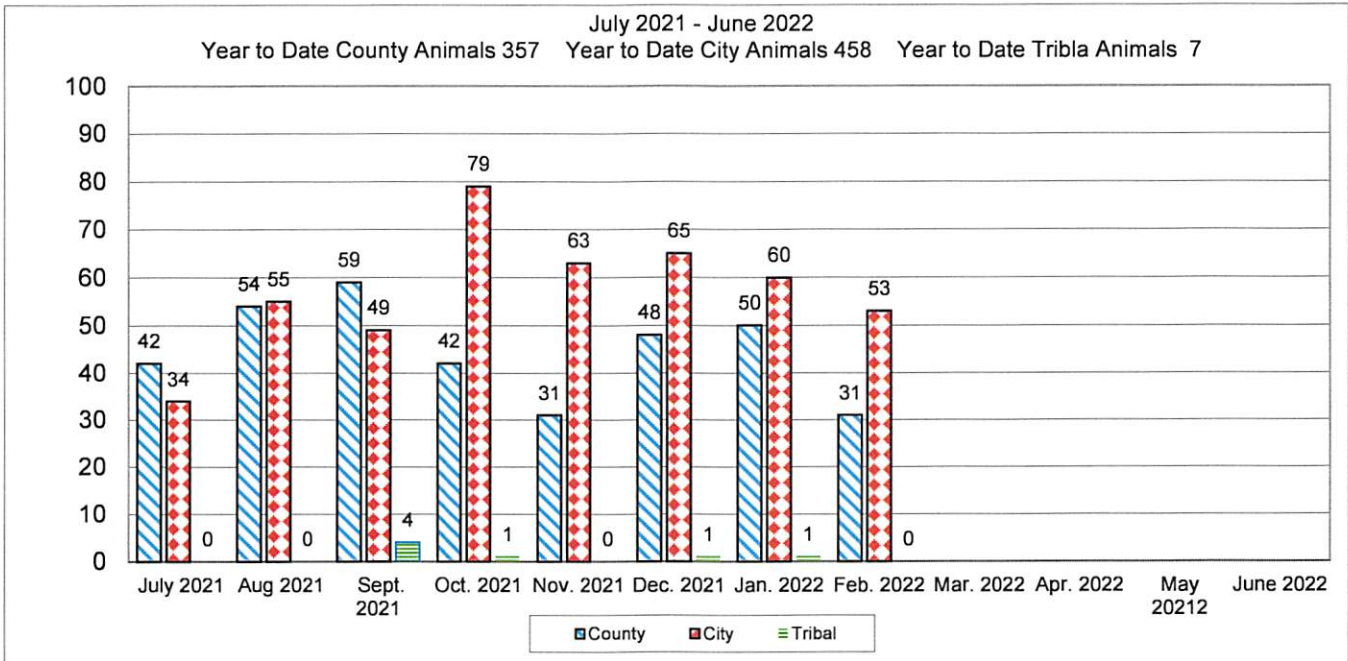
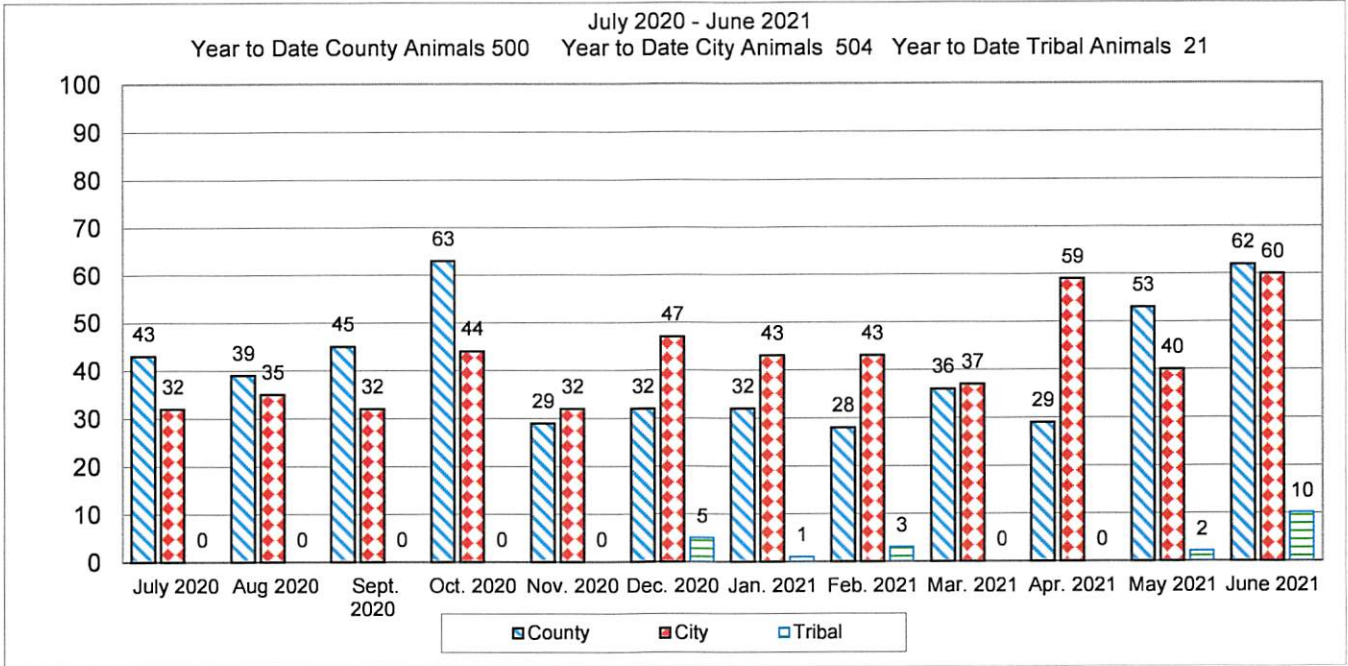
Arrest Summary



Moving Citations Traffic Warnings



Animal Shelter Service



Fallon Police Department
Citizen Survey Results
February 2022

When you contacted the Police Department, how satisfied were you with the ability of the dispatcher or employee that assisted you?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
10	2		1

Where you satisfied with the courtesy and concern shown by the dispatcher or employee?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
10	1		2

Are you satisfied with the Police Department's response time?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
9	3		1

Regarding your most recent contact, please rate the Officer in the following areas:

Officer name (s) Chief Alexander, Capt. Frandsen & Wenger, Sgt. Shyne & Babiarz, Ofc. Montgomery, Woolf (x2), Ofc. Itskin

Dispatcher (s) Dispatcher Kufalk (x2)

	VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
Concern	9	2		2
Courtesy	10	1		2
Knowledge	9	2		2
Problem Solving Ability	8	2		3
Professional Conduct	10	1		2

Overall, how satisfied are you with the Fallon Police Department?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
8	4		1

Fallon Police Department
February 2022

Citizen Survey Comments

- As a Fallon Nevada citizen, I cannot thank the Fallon Police Department enough. You all are awesome, professional, outstanding, wonderful etc. You all are so deserving of praises, raises, kudo's, accolades, promotions, and thumbs up. I can't say it enough. Thanks for your service, I hope you all get the recognized for a job well done.
- The officer arrived quickly and showed genuine concern. I greatly appreciate his help and support.
- The officer was able to get information that my granddaughter was not willing to give me. He was polite and very reassuring to Bailee. His help in solving the problem was greatly appreciated.
- Thanks for being there for all of us.
- The officer was able to provide helpful recommendations for my situation, very appreciated.
- Thank you for responding to the ongoing homeless problem behind my house. The car is still there with a man inside. This situation creates a concern for our safety. If something isn't done, there will be a full-blown homeless camp again.
- *(The subject contacted is homeless and has been contacted multiple times in various locations throughout the city living in his car)*
- I found a phone while walking and turned it in to the front counter of the Police Department. I know it's not super important, but I felt the person who took the phone was not interested. *(The owner of the phone was found and advised of the phone being turned in)*

**Fallon Police Department
Activities / Special Events
February 2022**

ASSISTANCE

During the month of February, we provided lodging assistance to two (2) people.

INDOCTRINATION

During the month of February, there were two (2) indoctrination as NAS Fallon.

VOLUNTEERS IN POLICE SERVICES

February 2022 the Fallon Police VIPS volunteered ninety-two (92) hours to the agency. These duties included Helping Hands, Domestic Violence Meetings, homeless count and abandoned vehicle count.

OTHER PUBLIC RELATIONS

During February officers conducted special detail for the following:

- On February 23rd, Officer's Cruz and Bloomfield answered questions for students at Agape Christian School.
- On February 28th, Officer Zamora provided a tour of City Hall to the Boy Scouts.

BREAKDOWN OF ARRESTS

During the month of February, The Police Department had twenty-three (23) total arrests:

- Of the three (3) felony arrests, two (2) of the arrests were on felony warrants.
- Of the total nine (9) misdemeanor arrests, all nine (9) were misdemeanor warrant arrests.

BREAKDOWN OF THEFT REPORTS

During the month of February, the Police Department took ten (10) Theft reports:

- One (1) report was for a stolen iPad
- One (1) report of theft from Big 5
- One (1) report of stolen license plates
- One (1) report of theft from Harbor Freight
- One (1) report of a stolen groceries from a vehicle
- One (1) report of a stolen watch
- One (1) report of theft from Walmart
- One (1) report of theft of a debit card
- One (1) report of theft from Safeway
- One (1) report of theft of tools