

**AGENDA  
CITY OF FALLON – CITY COUNCIL  
55 West Williams Avenue  
Fallon, Nevada  
August 16, 2022 – 9:00 a.m.**

The Honorable City Council will meet in a regularly scheduled meeting on August 16, 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 adoption of Resolution No. 22-09, a Resolution authorizing the Red Mesa Tapaha Solar Project Amended and Restated Transaction Schedule under the Power Supply Agreement with Utah Associated Municipal Power Systems. **(For possible action)**
6. Consideration and possible action to approve a construction contract with Sierra Nevada Construction of Sparks, Nevada, in order to complete the 2022 Preventative Maintenance project, PWP-CH-2022-405, in the total amount of Seven Hundred Seventy-Four Thousand and Seven Dollars (\$774,007). **(For possible action)**
7. Consideration and possible approval of a professional services contract with J-U-B Engineers, Inc. for engineering design services for the Reconstruct Taxilanes & Entrance Road, Relocate Taxiway G, Runway 3 Safety Area Erosion Control Improvement Project in an amount not-to-exceed One Hundred Eighty-Nine Thousand Two Hundred Dollars (\$189,200), of which the FAA share would be 93.75% or One Hundred Seventy-Seven Thousand Three Hundred and Seventy-Five Dollars (\$177,375) and the City's share would be 6.25% or Eleven Thousand Eight Hundred and Twenty-Five (\$11,825). **(For possible action)**
8. Consideration and possible action to approve a construction contract with Herback General Engineering of Minden, Nevada, in order to complete the Sherman Street & North Broadway Street Rehabilitation project, PWP-CH-2022-408, in the amount of Three Million Three Hundred Thousand One Hundred Eighty-Six Dollars and Twenty-Five Cents (\$3,300,186.25). **(For possible action)**

9. Fallon Police Department Monthly Report for July 2022. **(For discussion only)**
10. Public Comments **(For discussion only)**
11. Council and Staff Reports **(For discussion only)**
12. Executive Session (closed):
  - Discuss Litigation Matters **(For discussion only)** (NRS 21 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 August 11, 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.

# August 16, 2022

## Agenda Item 5

Consideration and possible adoption of Resolution No. 22-09, a Resolution authorizing the Red Mesa Tapaha Solar Project Amended and Restated Transaction Schedule under the Power Supply Agreement with Utah Associated Municipal Power Systems. *(For Possible Action)*

Incorporated 1908

**CITY OF FALLON  
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 5

DATE SUBMITTED: August 8, 2022

AGENDA DATE REQUESTED: August 16, 2022

TO: The Honorable City Council

FROM: Sean Richardson, City Clerk/Treasurer

SUBJECT TITLE: Consideration and possible adoption of Resolution No. 22-09, a Resolution authorizing the Red Mesa Tapaha Solar Project Amended and Restated Transaction Schedule under the Power Supply Agreement with Utah Associated Municipal Power Systems. ***(For Possible Action)***

TYPE OF ACTION REQUESTED: (Check One)

<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Formal Action/Motion	<input type="checkbox"/> Other – Review & Discussion

RECOMMENDED COUNCIL ACTION: Motion to approve and adopt Resolution No. 22-09, a Resolution authorizing the Red Mesa Tapaha Solar Project Amended and Restated Transaction Schedule under the Power Supply Agreement with Utah Associated Municipal Power Systems.

DISCUSSION: UAMPS, on behalf of its members, has investigated the Red Mesa Tapaha Solar Project, a sixty-six (66) megawatt solar photovoltaic generation facility to be located on the Navajo Nation reservation in southeastern Utah. UAMPS is now prepared to enter into an amended twenty-five (25) year Power Purchase Agreement (“PPA”) with Navajo Tribal Utility Authority Generation – Utah, LLC on behalf of UAMPS members electing to participate in the project. The PPA has a price of \$37.00/MW with no price escalators. The City Council previously adopted resolution 19-21 on August 5, 2019, which was a PPA with a price of \$23.15/MW with an escalator of 2% each year. The facility is scheduled to become operational in March 2023. If approved, the attached Red Mesa Tapaha Solar Firm Power Supply Agreement Transaction Schedule would give the City of Fallon an entitlement share of 1 MW.

FISCAL IMPACT: \$37.00/MW with no escalator

FUNDING SOURCE: Electric Enterprise Fund

PREPARED BY: Sean Richardson, City Clerk/Treasurer



**RESOLUTION NO. 22-09**

A RESOLUTION AUTHORIZING THE RED MESA TAPAHA SOLAR PROJECT  
AMENDED AND RESTATED TRANSACTION SCHEDULE UNDER THE POWER  
SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS;  
AND RELATED MATTERS.

\*\*\*\*\*

WHEREAS, the City of Fallon, Nevada (the "*Member*") owns and operates a utility system for the provision of electric energy to its residents and businesses (the "*System*") and is a member of Utah Associated Municipal Power Systems ("*UAMPS*") pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the "*Joint Action Agreement*");

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Red Mesa Tapaha Solar Project, a sixty-six (66) megawatt (MW) solar photovoltaic generation facility to be located on the Navajo Nation, on behalf of its members and is now prepared to enter into a twenty-five (25) year power purchase agreement with Navajo Generation LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Red Mesa Tapaha Amended and Restated Transaction Schedule ("*Amended and Restated Transaction Schedule*") attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fallon, Nevada as follows:

*Section 1. Authorization of Red Mesa Tapaha Amended and Restated Transaction Schedule.* The Amended and Restated Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Amended and Restated Transaction Schedule on behalf of the Member. Promptly upon its execution, the Amended and Restated Transaction Schedule shall be filed in the official records of the Member.

*Section 2. Other Actions with Respect to the Joint Action Agreement.* The Mayor, City Clerk, the Member Representative and other officers and employees of the Member shall take all actions

necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Amended and Restated Transaction Schedule and the performance thereof.

*Section 3. Miscellaneous; Effective Date.* (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF FALLON

\_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
City Clerk

[SEAL].

**EXHIBIT A**  
**RED MESA TAPAHA SOLAR AMENDED AND RESTATED TRANSACTION SCHEDULE**

**RED MESA TAPAHA SOLAR  
FIRM POWER SUPPLY AGREEMENT  
AMENDED AND RESTATED TRANSACTION SCHEDULE**

This Amended and Restated Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Amended and Restated Transaction Schedule are signatories provide for the following transactions. The Parties to this Amended and Restated Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

**PURCHASER:** City of Fallon

**ENTITLEMENT SHARE:** 1.5152%

**SUPPLIER:** NTUA Generation – Utah, LLC (the “Red Mesa Tapaha Solar Project”)

**EFFECTIVE DATE:** The Amended and Restated Power Purchase Agreement by and between UAMPS and NGI Generation-Utah, LLC for the Red Mesa Tapaha Solar Resource (the “Amended and Restated PPA”) was executed on July 27, 2022. The Amended and Restated PPA becomes effective upon UAMPS obtaining member governing body approvals which UAMPS anticipates satisfying within 90 days. The Scheduled Commercial Operation Date (“COD”) is March 15, 2023. The COD may not occur earlier than April 1, 2022 but not later than September 15, 2023.

**TERM:** A 25-year delivery term commencing on COD. The Amended and Restated PPA will become effective upon UAMPS satisfying the condition precedent identified above.

**AMOUNT:** 1,000 kW and associated Environmental Attributes

**PRICE:** \$37.00/MWh

**OTHER  
PROVISIONS:**

***Energy:*** UAMPS will schedule all energy pursuant to the terms and conditions of the Amended and Restated PPA and will delivery to the Purchaser its Entitlement Share of the Red Mesa Tapaha Solar Resource. The Red Mesa Tapaha Solar Resource is to be constructed as a 66 MW from solar photovoltaic generation facility located on the Navajo Reservation.

***Transmission:*** UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

***Administration:*** UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

***Buyout Options:*** Under the Amended and Restated PPA, UAMPS has the ability to buy the Red Mesa Tapaha Solar Resource from NGI at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Red Mesa Tapaha Solar Resource.

***Other:*** Any costs incurred by UAMPS due solely to this Amended and Restated Transaction Schedule, including but not limited to Amended and Restated PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Amended and Restated Transaction Schedule may be signed in counterpart.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF FALLON

By: \_\_\_\_\_

Title: \_\_\_\_\_

UTAH ASSOCIATED MUNICIPAL POWER  
SYSTEMS

By: \_\_\_\_\_

Title: \_\_\_\_\_



# August 16, 2022

## Agenda Item 6

Consideration and possible action to approve a construction contract with Sierra Nevada Construction of Sparks, Nevada, in order to complete the 2022 Preventative Maintenance project, PWP-CH-2022-405, in the total amount of Seven Hundred Seventy-Four Thousand and Seven Dollars (\$774,007). **(For possible action,**

Incorporated 1908

**CITY OF FALLON  
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 6

DATE SUBMITTED: August 9, 2022

AGENDA DATE REQUESTED: August 16, 2022

TO: The Honorable City Council

FROM: Brian Byrd

SUBJECT TITLE: Consideration and possible action to approve a construction contract with Sierra Nevada Construction of Sparks, Nevada, in order to complete the 2022 Preventative Maintenance project, PWP-CH-2022-405, in the total amount of Seven Hundred Seventy-Four Thousand and Seven Dollars (\$774,007). **(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 construction contract with Sierra Nevada Construction of Sparks, Nevada, in order to complete the 2022 Preventative Maintenance project, PWP-CH-2022-405, in the total amount of Seven Hundred Seventy-Four Thousand and Seven Dollars (\$774,007). **(For possible action)**

DESCRIPTION: This project is a continuation of a multi-phased approach to preventative street maintenance and rehabilitation throughout the City. Slated for the Fall of 2022, this phase of our preventative maintenance plan would allow for the application of 1,931,293 square feet of crack and slurry seal. The application of pavement crack seal and Type II rapid setting slurry to existing pavements will aid in filling cracks and voids, creating a weather-tight seal and providing color and texture to surfaces while prolonging life expectancy.

Working with Lumos and Associates, the City of Fallon has performed a conditions assessment survey of existing City streets. The data compiled from that survey was used to classify existing pavements into two categories based off the applicable pavement preservation techniques. The scope of this project includes portions of approximately 50 streets throughout the City that were deemed appropriate for a crack and slurry seal application.

BACKGROUND: This project was released for public bid on July 14, 2022 and was advertised in the Lahontan Valley News in accordance with NRS 338.1385. Two (2) bids were received and opened on August 4, 2022 as further described in the attached documents.

FISCAL IMPACT: \$774,007

FUNDING SOURCES: City of Fallon - \$774,007

PREPARED BY: Brian Byrd, Director of Public Works



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[www.LumosInc.com](http://www.LumosInc.com)

**Reno**  
9222 Prototype Drive  
Reno, Nevada  
775.827.6111

August 4, 2022

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

**Subject: 2022-2023 Preventive Maintenance Project - CH-2022-405 – Recommendation of Award**

Dear Mr. Byrd:

As you are aware, bids for the above referenced project were received and opened on August 4<sup>th</sup>, 2022. Two (2) bids were received with Sierra Nevada Construction, Inc. having the lowest total bid of \$774,007.00

Sierra Nevada Construction, Inc., a Nevada contractor licensee, is of good standing and their bid was found to be complete and responsive. Therefore, we recommend that award be considered to Sierra Nevada Construction, Inc. in the amount of \$774,007.00

In preparation of this recommendation, Lumos verified that Sierra Nevada Construction, Inc. and all proposed subcontractors are actively licensed and satisfy the requirements of this project.

A Bid Tabulation has been attached for your reference. Please contact me at (775) 827-6111 or [AGreenblat@lumosinc.com](mailto:AGreenblat@lumosinc.com), should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alex Greenblat', is written over a horizontal line.

Alex Greenblat, P.E.  
Senior Project Manager  
Engineering Division

CC: Ryan Swirczek – Deputy Public Works Director, City of Fallon  
Brian Harer – Construction Senior Project Manager, Lumos

Attach: Bid Tabulation



CITY OF FALLON  
 PROJECT: 22/23 PREVENTIVE MAINTENANCE PROJECT  
 PWP# CH-2022-406  
 BID TAB - AUGUST 4, 2022

Item No.	Base Bid Item and Description	Unit	Engineer's Estimate			SIERRA NEVADA		VSS INTERNATIONAL	
			Unit Cost	Quantity	Total	Unit Cost	Total	Unit Cost	Total
1	TYPE II RAPID SETTING SLURRY SEAL	SF	\$0.25	1,931,293	\$482,823.25	\$0.21	\$405,571.53	\$0.29	\$560,074.97
2	PAVEMENT CRACK SEALING	SF	\$0.09	1,920,530	\$172,847.70	\$0.06	\$115,231.80	\$0.08	\$153,642.40
3	FULL DEPTH PAVEMENT PATCHING	SF	\$12.00	8,200	\$98,400.00	\$12.00	\$98,400.00	\$15.22	\$124,804.00
4	2" DEPTH T-CUT PATCHING	LF	\$12.50	570	\$7,125.00	\$25.00	\$14,250.00	\$54.00	\$30,780.00
5	PAVEMENT STRIPING	LS	\$25,000.00	1	\$25,000.00	\$40,553.67	\$40,553.67	\$405,698.63	\$405,698.63
6	CONTRACT ALLOWANCE	LS	\$100,000.00	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
			TOTAL =			TOTAL =		TOTAL =	
			\$886,195.95			\$774,007.00		\$1,375,000.00	

BID PROPOSAL:	X	X
BID BOND:	X	X
5% SUBCONTRACTORS LIST:	X	X
PREFERENTIAL BIDDER STATUS:	X	X
AFFIDAVIT OF CERTIFICATION:	X	X
1% SUBCONTRACTORS LIST:	X	X
SUBCONTRACTORS AND SUPPLIERS BIDDING:	X	X
SUBCONTRACTORS:		VEGA ASPHALT PAVING INC.
	ALL AMERICAN ASPHALT SEALING INC	
		NEVADA BARRICADE & SIGN CO. INC.

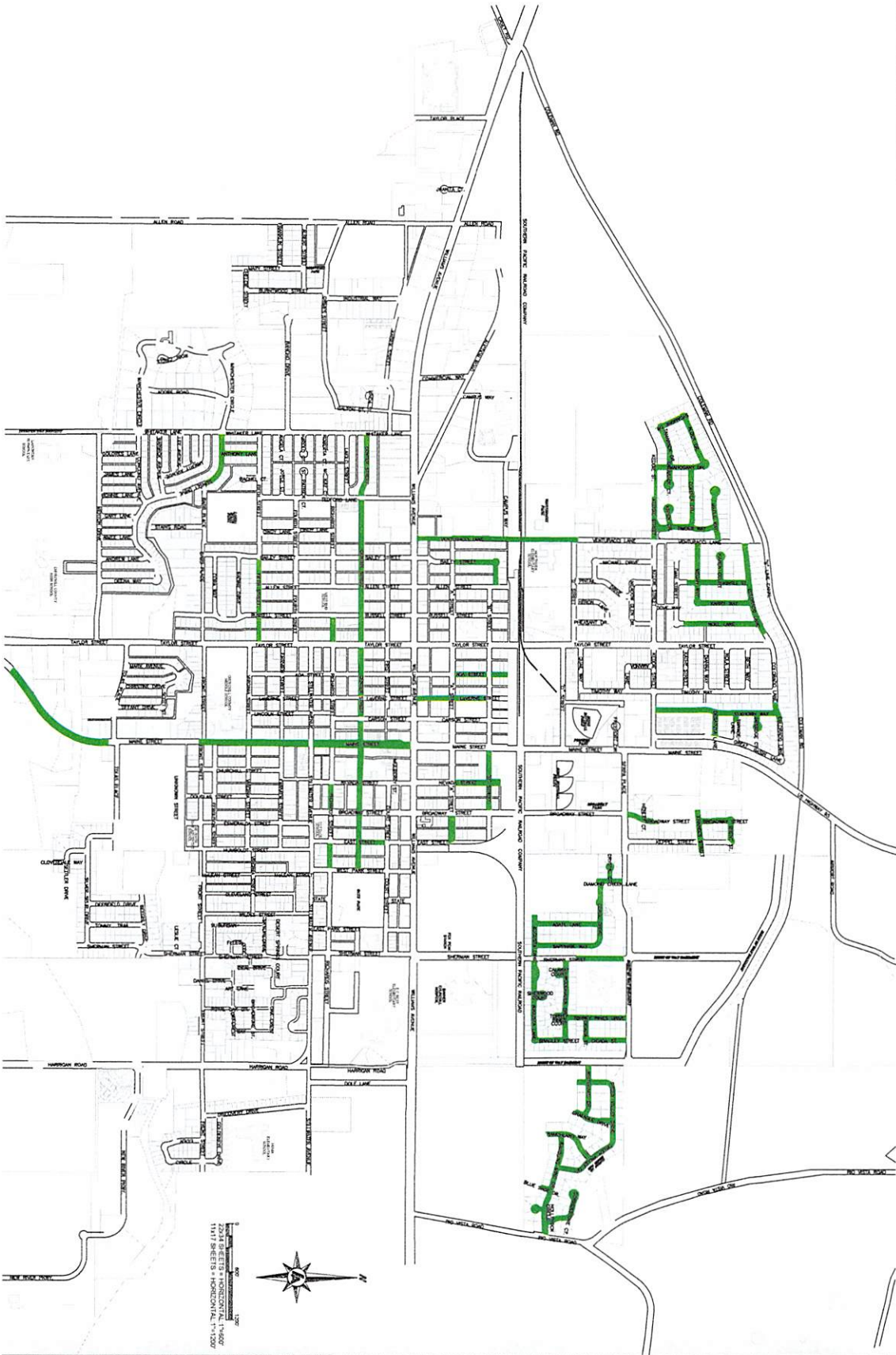


2022-2023 PREVENTIVE MAINTENANCE PROJECT

2022-2023 PROJECT SHEETS



# CITY OF FALLON, NEVADA VICINITY MAP



**LA**  
**LUMOS**  
ASSOCIATES

1400 S. RICHMOND ST., SUITE 100  
FALLON, NV 89401  
TEL: 775.227.7111  
WWW.LUMOSINC.COM

LA LUMOS ASSOCIATES, INC. IS THE SOLE AGENT FOR THE PREPARATION OF THE VARIATION OF THE CITY OF FALLON, NEVADA, 2022-2023 PREVENTIVE MAINTENANCE PROJECT. THE VARIATION OF THE CITY OF FALLON, NEVADA, 2022-2023 PREVENTIVE MAINTENANCE PROJECT IS THE PROPERTY OF LA LUMOS ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LA LUMOS ASSOCIATES, INC.

CITY OF FALLON  
CITY OF FALLON  
2022-2023 PREVENTIVE MAINTENANCE  
VICINITY MAP

FALLON CHURCHILL NEVADA

REV	DATE	DESCRIPTION	BY
1	07/14/2022	ISSUED FOR BIDDING	
2			
3			
4			
5			
6			
7			
8			
9			
10			

DATE: 7/14/2022  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
DESIGNED BY: [Signature]  
JOB NO: 10125.003

**EX1.0**



# August 16, 2022

## Agenda Item 7

Consideration and possible approval of a professional services contract with J-U-B Engineers, Inc. for engineering design services for the Reconstruct Taxilanes & Entrance Road, Relocate Taxiway G, Runway 3 Safety Area Erosion Control Improvement Project in an amount not-to-exceed One Hundred Eighty-Nine Thousand Two Hundred Dollars (\$189,200), of which the FAA share would be 93.75% or One Hundred Seventy-Seven Thousand Three Hundred and Seventy-Five Dollars (\$177,375) and the City's share would be 6.25% or Eleven Thousand Eight Hundred and Twenty-Five (\$11,825). **(For possible action)**

**CITY OF FALLON  
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 7

DATE SUBMITTED: August 9, 2022

AGENDA DATE REQUESTED: August 16, 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 engineering design services for the Reconstruct Taxilanes & Entrance Road, Relocate Taxiway G, Runway 3 Safety Area Erosion Control Improvement Project in an amount not-to-exceed One Hundred Eighty-Nine Thousand Two Hundred Dollars (\$189,200), of which the FAA share would be 93.75% or One Hundred Seventy-Seven Thousand Three Hundred and Seventy-Five Dollars (\$177,375) and the City's share would be 6.25% or Eleven Thousand Eight Hundred and Twenty-Five (\$11,825). **(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 engineering design services for the Reconstruct Taxilanes & Entrance Road, Relocate Taxiway G, Runway 3 Safety Area Erosion Control Improvement Project in an amount not-to-exceed One Hundred Eighty-Nine Thousand Two Hundred Dollars (\$189,200), of which the FAA share would be 93.75% or One Hundred Seventy-Seven Thousand Three Hundred and Seventy-Five Dollars (\$177,375) and the City's share would be 6.25% or Eleven Thousand Eight Hundred and Twenty-Five (\$11,825). **(For possible action)**

**DESCRIPTION:** The City has identified the Reconstruct Taxilanes & Entrance Road, Relocate Taxiway G, Runway 3 Safety Area Erosion Control Improvement Project as its next airport capital improvement project. If approved, J-U-B would complete the engineering design and bidding services for the project would then be submitted to the FAA for approval. If approved, the FAA portion would be reimbursable when a grant is received for construction costs in the summer of 2023.

**FISCAL IMPACT:** \$11,825 City of Fallon Airport Fund and \$177,375 FAA Grant Funds

**FUNDING SOURCES:** FAA and the City of Fallon Airport Fund

**PREPARED BY:** Brian Byrd, Director of Public Works

**AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)**  
**Reconstruct Taxiways and Entrance Road, Relocate Taxiway G, Runway 3 Safety Area Erosion**  
**Control Improvement (Design Only), A.I.P. 3-32-0008-027-2022**  
**Fallon Municipal Airport, Nevada**

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between, CITY OF FALLON, NEVADA, 55 West Williams Avenue, Fallon, Nevada 89406 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 5190 Neil Road, Suite 500, Reno, Nevada 89502, an Idaho Corporation, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to: Complete FAA AIP 3-32-0008-024-2022, which includes Design Only Services for the Following Items: Reconstruct Taxiways and Entrance Road, Relocate Taxiway G, and Runway 3 Safety Area Erosion Control Improvement hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

**WITNESSETH**

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

**ARTICLE 1**  
**J-U-B'S SERVICES**

**1.01 BASIC SERVICES**

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

**1.02 SCHEDULE OF SERVICES TO BE PERFORMED**

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

**1.03 ADDITIONAL SERVICES**

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

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



## **ARTICLE 2 CLIENT'S RESPONSIBILITIES**

### **2.01 CLIENT'S RESPONSIBILITIES**

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

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

## **ARTICLE 3 J-U-B'S COMPENSATION**

### **3.01 BASIC SERVICES COMPENSATION**

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

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses,

plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

### **3.02 ADDITIONAL COMPENSATION**

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

### **3.03 COMPENSATION ADJUSTMENT**

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

### **3.04 ADDITIONAL CONDITIONS OF COMPENSATION**

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

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.

## **ARTICLE 4 GENERAL PROVISIONS**

### **4.01 OWNERSHIP OF DOCUMENTS**

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

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

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

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



#### **4.02 DELEGATION OF DUTIES**

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

#### **4.03 GENERAL**

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 55 West Williams Avenue, Fallon, Nevada 89406 and to J-U-B at 5190 Neil Road, Suite 500, Reno, Nevada 89502. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.
- H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.

#### **4.04 MEDIATION BEFORE LITIGATION**

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

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

#### **4.05 INSURANCE AND INDEMNITY**

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

#### **4.06 EXTENT OF AGREEMENT**

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

### **ARTICLE 5 FAA FEDERAL CLAUSES**

#### **5.01 SUCCESSORS AND ASSIGNMENTS**

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

#### **5.02 TERMINATION**

##### **A. TERMINATION FOR CONVENIENCE**

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

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

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

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

##### **B. TERMINATION FOR DEFAULT**

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

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

- a) **Termination by CLIENT:** The CLIENT may terminate this Agreement in whole or in part, for the failure of J-U-B to:
  - 1. Perform the services within the time specified in this contract or by CLIENT approved extension;
  - 2. Make adequate progress so as to endanger satisfactory performance of the Project; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

- b) **Termination by Consultant:** J-U-B may terminate this Agreement in whole or in part, if the CLIENT:
  1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
  3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

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

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

### **5.03 CERTIFICATIONS OF J-U-B AND CLIENT**

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

### **5.04 TAX DELINQUENCY AND FELONY CONVICTIONS**

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

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

## **5.05 CIVIL RIGHTS GENERAL**

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds J-U-B and subtier consultants from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS**

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
  - 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.



## **5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, J-U-B, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)**

- A. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the CLIENT to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CLIENT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
- B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to

carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

- C. Prompt Payment (\$26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

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

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

#### **5.10 EQUAL OPPORTUNITY CLAUSE**

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

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) J-U-B will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of J-U-B's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) J-U-B will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

#### **5.11 ACCESS TO RECORDS AND REPORTS**

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

#### **5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)**

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

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

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

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

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

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

- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

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

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

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

#### **5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

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

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

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

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

#### **5.14 OCCUPATIONAL HEALTH ACT OF 1970**

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

#### **5.15 FEDERAL FAIR LABOR STANDARDS ACT**

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

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

#### **5.16 VETERAN'S PREFERENCE**

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

#### **5.17 TEXTING WHILE DRIVING.**

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

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

#### **5.18 HUMAN TRAFFICKING**

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

#### **5.19 ENERGY CONSERVATION**

J-U-B and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

#### **5.20 PROHIBITION OF SEGREGATED FACILITIES**

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

#### **5.21 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)**

Any violation or breach of terms of this contract on the part of J-U-B or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

CLIENT will provide J-U-B written notice that describes the nature of the breach and corrective actions J-U-B must undertake in order to avoid termination of the contract. CLIENT reserves the right to withhold payments to Contractor until such time J-U-B corrects the breach or the CLIENT elects to terminate the contract. The CLIENT's notice will identify a specific date by which J-U-B must correct the breach. CLIENT may proceed with termination of the contract if J-U-B fails to correct the breach by deadline indicated in the CLIENT's notice.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **5.22 CLEAN AIR AND WATER POLLUTION CONTROL**

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

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

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

CLIENT:

CITY OF FALLON, NEVADA

ATTEST

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By:  \_\_\_\_\_

Name: Toby Epler, P.E.

Title: Aviation Group Manager

Name:  \_\_\_\_\_

MIKE WILHELM, P.E.

Title: SR. PROJ. MGR

Applicable  
Attachments  
or Exhibit to  
this  
Agreement  
are indicated  
as marked

- ☒ Certification For Contracts  
Grants, Loans, and Cooperative  
Agreements
- ☒ J-U-B Debarment Lookup
- ☒ Attachment 1 – Scope of Services,  
Basis of Fee and Schedule
- ☒ Attachment 1A – Detailed Scope of  
Work
- ☒ Attachment 1B – Fee Breakdown
- ☐ Attachment 2 – Special Provisions
- ☐ Exhibit A – Construction Phase  
Services
- ☐ \_\_\_\_\_

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed: \_\_\_\_\_  
Sponsor's Authorized Representative

Date: \_\_\_\_\_

Title: Mayor



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Entity Registration
Exclusions
Active Exclusions
Inactive Exclusions
Responsibility / Qualification
Entity Reporting

### J-U-B ENGINEERS, INC.

Unique Entity ID  
**WU2TGK7D3J49**

CAGE/NCAGE  
**OKJY0**

Registration Status Expiration Date

Active Registration

Feb 17, 2023

Purpose of Registration  
**All Awards**

Physical Address  
**2760 W Excursion LN STE 400  
Meridian, Idaho  
83642-5313, United States**

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

#### Version

Current Record

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

### ACTIVE EXCLUSIONS

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

### INACTIVE EXCLUSIONS

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



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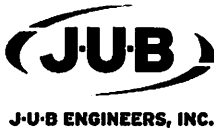
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**J-U-B ENGINEERS, Inc.**  
**AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)**

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

**PROJECT NAME:** Reconstruct Taxilanes and Entrance Road, Relocate Taxiway G, Runway Safety Areas Erosion Control Improvement (Design Only)

**AIRPORT NAME:** Fallon Municipal Airport (FLX)

**CLIENT:** City of Fallon, Nevada

**A.I.P. NUMBER:** 3-32-0008-027-2022

**J-U-B PROJECT NUMBER:** 45-21-025

**CLIENT PROJECT NUMBER:** \_\_\_\_\_

**ATTACHMENT TO:**

- ☐ **AGREEMENT DATED:** Click or tap to enter a date.; or  
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X;** DATED: \_\_\_\_\_

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

**PART 1 - PROJECT UNDERSTANDING**

FAA AIP 3-32-0008-027 included the Project Formulation, Preliminary Design, Final Design, and Project Closeout Engineering Services for the following items:

- Reconstruction of the airport entrance road and hangar taxilanes (approximately 147,650 SF)
- Relocate and realign Taxiway G approximately 750 ft to the Northeast to eliminate direct access from the apron to the runway to comply with current design standards (approximately 33,450 SF)
- Improve the Runway Safety Area (RSA) surrounding the Runway 3 threshold by recompaction and reinforcement using cementitious additives (approximately 107,125 SF)

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

**PART 2 - BASIS OF FEE**

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

1. **Preliminary and Final Design Phase.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of One Hundred Eighty-Nine Thousand Two Hundred Dollars and Zero Cents (\$189,200.00). See Attachment 1B for a detailed cost breakdown.

**PART 3 - SCHEDULE OF SERVICES**

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

Design Phase Schedule: April 2022 to March 2023

This Agreement shall be in effect from April 1, 2022 to March 31, 2022. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

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

**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 to help protect our 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):

- Attachment 1A - Detailed Scope of Work
  - Attachment 1B Fee Breakdown
- 

For internal J-U-B use only:

PROJECT LOCATION (STATE): NEVADA

TYPE OF WORK: Federal

R&D: Yes

GROUP: Airport

PROJECT DESCRIPTION(S):

- A. Airport (A05)
- B. None



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

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

**PROJECT NAME:** Reconstruct Taxiways and Entrance Road, Relocate Taxiway G, Runway 3 Safety Area Erosion Control Improvement (Design Only)

**AIRPORT NAME:** Fallon Municipal Airport (FLX)

**CLIENT:** City of Fallon, Nevada

**A.I.P. NUMBER:** 3-32-0008-027-2022

**J-U-B PROJECT NUMBER:** 45-21-028

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

ATTACHMENT TO:

☒ **AGREEMENT DATED:** XXXXX; or

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

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

**PART 1 - PROJECT UNDERSTANDING**

FAA AIP 3-32-0008-027 included the Project Formulation, Preliminary Design, Final Design, and Project Closeout Engineering Services for the following items:

- Reconstruction of the airport entrance road and hangar taxiways (approximately 147,650 SF)
- Relocate and realign Taxiway G approximately 750 ft to the Northeast to eliminate direct access from the apron to the runway to comply with current design standards (approximately 33,450 SF)
- Improve the Runway Safety Area (RSA) surrounding the Runway 3 threshold by recompaction and reinforcement using cementitious additives (approximately 107,125 SF)

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

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

**A. Task 010: Project Formulation Phase**

1. Conduct a Pre-Design meeting with CLIENT and FAA via video conference. The meeting will be held to determine the planning and study issues that will need to be addressed during the design of the project. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
2. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. This spreadsheet will be used for both J-U-B and the Independent Fee estimate. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.

4. Provide the CLIENT and the Independent Fee Estimator (IFE) with a blank person-hour spreadsheet, Scope of Services, Project Layout Map, and overall project estimate. Assist with Record of Negotiation to FAA following completion of the Independent Fee Estimate.
5. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
6. Assist CLIENT with preparation and submittal of a FAA Grant Application for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
7. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".
8. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
  - a. Analyze opportunities for Disadvantaged Business Enterprise (DBE) participation during construction and assist CLIENT in preparing a three-year goal for 2022-2024 for the ACIP projects.
  - b. Coordinate a DBE conference call by contacting various Chambers of Commerce asking them to advertise that there will be a conference call for anyone interested in the DBE goal setting methodology for this project. Contact specific DBE's in area that could be interested in bidding the project. The conference call would be a 2-hour window, monitored via speakerphone and respond if anyone does call in.
  - c. Coordinate CLIENT DBE Goal Advertisements for the new 2022-2024 three-year goal on the CLIENT's website for a minimum of 30 days.
  - d. Finalize and submit new 2022-2024 three-year goal to FAA Civil Rights office, notify FAA ADO in writing once goal has been submitted.
  - e. Update sponsor's DBE Program Plan and submit to FAA Civil Rights for review and approval.
9. Prepare and submit four (4) FAA Quarterly Performance Reports and one (1) Fiscal Year End Financial FAA 271 and 425 forms throughout the project.
10. Attend four (4) meetings with the City Council during the project in order to keep Airport personnel and management abreast of the progress of the projects. Discussions will include project phasing, budget and schedule updates.
11. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process six (6) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and Standard Form 271.

**B. Task 020: Preliminary Design Phase**

1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the pavement areas, and otherwise document findings of visit.
2. Provide or obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with surveyors to verify that design survey is performed as required. This will include one (1) on-site meeting with surveyors to review project location and safety. The general scope of the survey work will include the following:

The airport entrance road, hangar taxilanes, connector taxilanes, the RSA surrounding Runway 3's threshold will be surveyed as well as the infield, apron, and runway surfaces surrounding the

proposed location of Taxiway G. The pavement and shoulder surfaces within this area shall be section surveyed on 50-ft stations. The infield surfaces within the vicinity of the proposed taxiway and its shoulders shall be surveyed on a 25-ft by 25-ft grid. All topographical features within all of these areas shall be surveyed including but not limited to: grade breaks, pavement markings, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), pavement markings, utility markers, edge of pavements, and lighting and electrical components. The total of all areas is approximately 895,750 square feet.

Existing control monuments shall be used for the survey control and will need to be tied together to check for accuracy. The survey will have to be coordinated with the Airport Manager for airport access and optimum time to minimize disruption to air traffic. The airfield pavements and runway will be open to aircraft, surveyors will have to monitor the local frequency and move out of safety areas for aircraft. The survey shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be +0.02-feet for paved surfaces and +0.05-feet for unpaved surfaces. Horizontal tolerances shall be +0.03-feet.

The collected data shall be provided on a compact disk to the Engineer with the following information: point number, description, northing, easting, and elevation along with paper copies of any pertinent field notes. No map or drawing will be required.

This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

3. Administer design Geotechnical Subconsultant contract and coordinate delivery of work product. Provide quality control review of work products. This will include one (1) on-site meeting with geotechnical Subconsultant to review project location and safety. The geotechnical laboratory work will be performed utilizing the services of a Subconsultant. The general scope of the geotechnical work will be the following:

Administer four (4) cores/bore logs on the existing Entrance Road and Taxilane surfaces, two (2) bore logs or test pits on the existing Runway Safety Area, and one (1) test pit at the future Taxiway G relocation to a depth of 6-feet or refusal.

The geotechnical engineer shall immediately backfill and compact all soil excavations and patch all pavement core holes with an approved asphalt cold mix or similar product. Data shall be collected on the soil type, existing asphalt condition, and depths and categorized according to the Unified Soil Classification System (USCS) including Moisture Content, Atterberg Limits, Grain Size Distribution. A sieve analysis shall be performed on both the base course and subbase for each core/bore location. The sieve analysis for base course should include the following classifications: percentage by weight passing sieves of 1-inch, ¾-inch, No. 4, No. 40, No. 200, and 0.02 mm. The sieve analysis for subbase course should include the following classifications: percentage by weight passing sieves of 3-inch, No. 10, No. 40, No. 200, and 0.02 mm. Ground water depth shall be recorded if encountered. Two (2) California Bearing Ratio (CBR) tests shall be performed on one (1) of the bore log samples on the existing asphalt pavement and on the test pit in the future Taxiway G relocation area at a depth of 24-inches which is the anticipated depth of subgrade. The geotechnical engineer will provide a recommendation for soil stabilization based on evaluation of materials properties determined from soils testing.

The geotechnical engineer shall coordinate with the Engineer to determine exact core/bore log locations. The geotechnical work shall be conducted in accordance with safety guidelines established in FAA AC 150/5370-2, current version. The geotechnical engineer shall be responsible for a utility locate prior to work. It should be anticipated that the geotechnical work be completed during nighttime hours. The geotechnical firm will need to coordinate with Engineer personnel for closure time and date.

The geotechnical firm shall submit 1 stamped electronic copy of the final geotechnical report including all required information as mentioned above to the Engineer within three weeks upon finishing field work. The firm shall submit a draft copy for review prior to finalizing the report and its findings.



This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

4. Analyze the geotechnical testing data to determine the most cost-effective form of rehabilitation or reconstruction. Analyze the performance and stability of existing asphalt section. Rehabilitation methods may include full depth reconstruction for entirety of the rehabilitation limits, full depth reconstruction in designated select locations, or pavement removal and replacement depending on test results. Hold a meeting with the CLIENT and FAA at the Airport to present findings of the Geotechnical Testing and analysis of existing pavement. Determine rehabilitation/reconstruction method best suited for the pavement surfaces.
5. Determine layout for new taxiway edge lighting and signs along relocated Taxiway G. Determine configuration of wiring to supply power to new edge light system along Taxiway G.
6. Define critical aircraft for the pavement design of the project and develop pavement design section. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5320-6, current version.
7. Perform analysis of existing geometric layout of Taxiway/Runway fillets and radii within the project boundary to determine compliance with current FAA AC requirements. Present findings to CLIENT and FAA for review and comments.
8. Review existing storm water drainage within the project boundary. Evaluate existing drainage patterns and systems. J-U-B shall conduct a required analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5D, Surface Drainage Design. Any necessary drainage improvements will be sized to accommodate local drainage standards.
9. Perform analysis of existing Runway and Taxiway Shoulders, Safety Area and Object Free Area grading within the project boundary to determine compliance with current FAA AC 150/5300-13A requirements.
10. Determine the operational and phasing effects of closing the runway, taxilanes, and a portion of the apron during construction. Closing the runway, taxilanes, and apron will impact the airport users, FBO's, and transient aircraft during the construction period. Study the effects of the various alternatives including night construction, temporary displaced thresholds, using parallel taxiway as temporary runway, or phased construction.
11. Complete and submit a documented categorical exclusion (Documented CATEX) pursuant to FAA Order 1050.1F, Paragraph 5-6.4(e). Documented CATEX will include State Historical Society approval and a detailed project area map for delineation of planned scope of work. Environmental work beyond that described will be considered additional work and may require a contract modification.
12. Assemble base data and base maps for the project work area from the design survey, previous projects undertaken, and available aerial data.
13. Prepare preliminary Design Plans (75% complete) for review and discussion with the CLIENT and FAA. It is anticipated that the project design will require thirty-two (32) plan sheets including:
  - Sheet 1 – Cover
  - Sheet 2 – Notes, Legend, and Abbreviations
  - Sheet 3 – Construction Layout Plan
  - Sheet 4 – Operation & Safety Plan- Phase 1
  - Sheet 5 – Operation & Safety Plan- Phase 2
  - Sheet 6 – Demolition Plan Entrance Road
  - Sheet 7 – Demolition Plan Taxilanes
  - Sheet 8 – Demolition Plan Taxiway G
  - Sheet 9 – Demolition Plan RSA Erosion Control
  - Sheet 10 – Grading & Drainage Plan Entrance Road Area
  - Sheet 11 – Grading & Drainage Plan RSA Erosion Control
  - Sheet 12 – Plan & Profile Entrance Road
  - Sheet 13 – Plan & Profile Entrance Road

Sheet 14 – Plan & Profile Entrance Road  
 Sheet 15 – Plan & Profile Taxilanes  
 Sheet 16 – Plan & Profile Taxilanes  
 Sheet 17 – Plan & Profile Taxilanes  
 Sheet 18 – Plan & Profile Taxilanes  
 Sheet 19 – Plan & Profile Taxilanes  
 Sheet 20 – Plan & Profile Taxiway G  
 Sheet 21 – Pavement Marking Plan Entrance Road  
 Sheet 22 – Pavement Marking Plan Taxilanes  
 Sheet 23 – Pavement Marking Plan Taxiway G  
 Sheet 24 – Pavement Marking Details  
 Sheet 25 – Temporary Marking Plan  
 Sheet 26 – Temporary Marking Plan  
 Sheet 27 – Typical Sections  
 Sheet 28 – Typical Sections  
 Sheet 29 – Civil Details  
 Sheet 30 – Electrical Demolition Plan  
 Sheet 31 – Electrical Layout Plan  
 Sheet 32 – Electrical Details

14. Prepare preliminary Bidding and Construction Contract Documents and Technical Specifications (75% complete) based on latest version of FAA AC 150/5370-10 "Standards for Specifying Construction on Airports" including the current Regional Notice published by the FAA Airports Districts Office.
15. Prepare a preliminary Engineer's Opinion of Probable Construction Cost Estimate based on construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status.
16. Prepare a preliminary Construction Safety and Phasing Plan according to AC 150/5370-2G, current version, for evaluation by the CLIENT, Airport, FBO, airport users and agencies. An electronic copy will be submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.
17. Prepare the preliminary Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Pavement Analysis, Geotechnical Investigation Report, and Construction Cost Estimate and Schedule.
18. Conduct in-house quality control/quality assurance review of preliminary design documents.
19. Participate in a preliminary design review meeting with the CLIENT. Anticipate one (1) review meeting with the CLIENT at the Airport, attendance by the Project Manager and Airport Engineer. Review design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.
20. Prepare and submit one (1) FAA Form 7460 to airspace the project construction equipment.
21. Submit preliminary documents to FAA (1 copy) and CLIENT (2 copies) for approval.

**C. Task 030: Final Design Phase**

1. Finalize Bidding and Construction Contract Documents and Technical Specifications based on Peer, CLIENT, and FAA Reviews.
2. Finalize Design Plans based on Peer, CLIENT, and FAA Reviews.
3. Prepare final Construction Safety and Phasing Plan to accommodate varying work components that need to meet prescribed schedules. Upload to FAA's OE/AAA Portal.
4. Complete final quantity calculations and prepare Final Engineer's Opinion of Probable Construction Cost Estimate.
5. Prepare final Engineer's Design Report based on Peer, CLIENT, and FAA Reviews.

6. Submit final documents to FAA (1 copy) and CLIENT (2 copies) for approval.

**D. Subtask 040: Project Closeout Phase**

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA.
2. Report Disadvantaged Business Enterprise (DBE) project participation to FAA dbE-Connect including all calculations and background information for review and approval.
3. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
4. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to FAA Phoenix Airports Districts Office and NDOT Aviation State Manager. It is anticipated that J-U-B will coordinate and attend an ACIP meeting via teleconference.

**PART 3 - ASSUMPTIONS AND EXCEPTIONS**

- No Bidding Services- Will be completed under a future separate agreement.
- No Construction Phase Services- Will be completed under a future separate agreement.
- No SMS plan is required on this project during the design or other portions of the project.
- No AGIS survey is required for this project.

## ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE:	FY 2022 City of Fallon Municipal Airport Project AIP 3-32-0008-027-2022
CLIENT:	City of Fallon, Nevada
JOB NUMBER:	45-21-028
DATE:	January 31, 2022
J-U-B Engineers, Inc. Fee Estimate (Design Phase)	

TASK NO	PROJECT TASK	Principal \$200.00	Senior Engineer \$200.00	Project Manager \$183.00	Project Engineer \$139.00	Project Designer \$108.00	CAD Designer \$117.00	Survey PLS \$162.00	2-Person Survey Crew \$200.00	Environ Specialist \$161.00	Environ Scientist \$109.00	Admin. \$66.00	Trips	TOTAL HRS	TASK DIRECT COSTS
<b>001. Project Formulation Phase</b>															
1	Conduct Pre-Design Meeting	0	8	2	0	2	0	0	0	0	0	0		12	\$2,182.00
2	Project Scope Development & Formulation	2	6	0	0	0	0	0	0	0	0	0		8	\$1,600.00
3	Prepare Cost Proposal	2	8	0	0	0	0	0	0	0	0	0		10	\$2,000.00
4	Assist with Record of Negotiations	0	4	0	0	0	0	0	0	0	0	0		4	\$800.00
5	Prepare Professional Service Agreement	2	4	4	0	0	0	0	0	0	0	0		10	\$1,932.00
6	Prepare FAA Grant Application	0	2	2	0	8	0	0	0	0	0	0		12	\$1,630.00
7	Prepare FAA Sponsor Certifications	0	2	2	0	4	0	0	0	0	0	0		8	\$1,198.00
8	DBE Tri-Annual Goal	0	4	8	4	0	0	0	0	0	0	0		16	\$2,820.00
9	Prepare FAA Quarterly Reports	0	2	0	0	0	0	0	0	0	0	8		10	\$928.00
10	Attend City Council Meetings	0	16	0	0	0	0	0	0	0	0	0	4	16	\$3,200.00
11	Prepare Request for Reimbursements	0	6	0	0	0	0	0	0	0	0	12		18	\$1,992.00
<b>002. Preliminary Design Phase</b>															
1	Perform Site Walk Through	0	6	0	0	6	0	0	0	0	0	0	1	12	\$1,848.00
2	Administer Surveying Subconsultant	0	12	0	0	0	0	0	0	0	0	0	1	12	\$2,400.00
3	Administer Geotechnical Subconsultant	0	12	0	0	0	0	0	0	0	0	0	1	12	\$2,400.00
4	Analyze Geotechnical Testing Data	0	4	0	4	0	0	0	0	0	0	0		8	\$1,356.00
5	Determine Lighting and Sign Layout	0	0	0	8	0	8	0	0	0	0	0		16	\$2,048.00
6	Define Aircraft for Pavement Design	0	2	0	2	4	0	0	0	0	0	0		8	\$1,110.00
7	Analyze Existing Geometric Layout	0	0	0	4	0	6	0	0	0	0	0		10	\$1,258.00
8	Analyze Existing Stormwater Drainage Layout	0	2	0	4	6	6	0	0	0	0	0		18	\$2,306.00
9	Analyze Existing Safety Area and OFZ Grading	0	2	0	6	4	0	0	0	0	0	0		12	\$1,666.00
10	Perform a Phasing Cost-Benefit Analysis	0	2	0	6	0	0	0	0	0	0	0		8	\$1,234.00
11	Prepare Documented CATEX	0	0	12	4	4	0	0	0	8	32	0		60	\$7,960.00
12	Assemble Base Map	0	0	0	2	0	4	0	0	0	0	0		6	\$746.00
13	Prepare 75% Preliminary Plans (32 Sheets)	0	32	0	48	96	112	4	0	0	0	0		292	\$37,192.00
14	Prepare 75% Preliminary Contract Docs & Specs	0	8	0	24	12	0	0	0	0	0	0		44	\$6,232.00
15	Prepare Engineer's Opinion of Probable Cost	0	4	0	6	4	0	0	0	0	0	0		14	\$2,066.00
16	Prepare CSPP	0	2	0	4	12	4	0	0	0	0	0		22	\$2,720.00
17	Prepare Engineer's Design Report	0	4	0	16	20	0	0	0	0	0	0		40	\$5,184.00
18	Conduct In-House QC Review	8	8	0	0	0	0	0	0	0	0	0		16	\$3,200.00
19	Hold Preliminary Design Review Meeting	0	6	0	6	0	0	0	0	0	0	0	1	12	\$2,034.00
20	Prepare 7460	0	0	0	4	0	0	0	0	0	0	0		4	\$556.00
21	Submit Preliminary Documents to FAA & Client	0	2	0	4	0	0	0	0	0	0	4		10	\$1,220.00
<b>003. Final Design Phase</b>															
1	Finalize Contract Docs & Specs	0	4	0	12	0	0	0	0	0	0	0		16	\$2,468.00
2	Finalize Construction Plans	0	4	0	4	16	12	0	0	0	0	0		36	\$4,488.00
3	Finalize CSPP & Upload to OE/AAA	0	2	0	2	8	0	0	0	0	0	0		12	\$1,542.00
4	Complete Final Quantity Calculations	0	2	0	4	4	0	0	0	0	0	0		10	\$1,388.00
5	Finalize Engineer's Design Report	0	4	0	2	6	0	0	0	0	0	0		12	\$1,726.00
6	Submit Final Documents to FAA & Client	0	2	0	4	0	0	0	0	0	0	4		10	\$1,220.00

## ATTACHMENT 1B- Fee Breakdown







PROJECT TITLE:		FY 2022 City of Fallon Municipal Airport Project AIP 3-32-0008-027-2022													
CLIENT:		City of Fallon, Nevada													
JOB NUMBER:		45-21-028													
DATE:		January 31, 2022													
J-U-B Engineers, Inc. Fee Estimate (Design Phase)															
		2-Person													
TASK		Principal	Senior	Project	Project	Project	CAD	Survey	Survey	Environ	Environ				TASK
No	PROJECT TASK	\$200.00	\$200.00	\$183.00	\$139.00	\$108.00	\$117.00	PLS	Crew	Specialist	Scientist	Admin.	Trips	TOTAL	DIRECT
								\$162.00	\$200.00	\$161.00	\$109.00	\$66.00		HRS	COSTS
004. Project Closeout Phase															
1	Prepare Final Report & Closeout Documents	0	4	0	4	8	0	0	0	0	0	0		16	\$2,220.00
2	Prepare and Submit DBE Annual Report	0	6	2	0	0	0	0	0	0	0	0		8	\$1,566.00
3	Assist with Independent Audit	0	8	0	0	0	0	0	0	0	0	8		16	\$2,128.00
4	Assist with 5-yr CIP Update	0	4	0	4	8	2	0	0	0	0	0		18	\$2,454.00
	Sub -Total Design	14	210	32	192	232	154	4	0	8	32	36	8	914	\$128,218.00

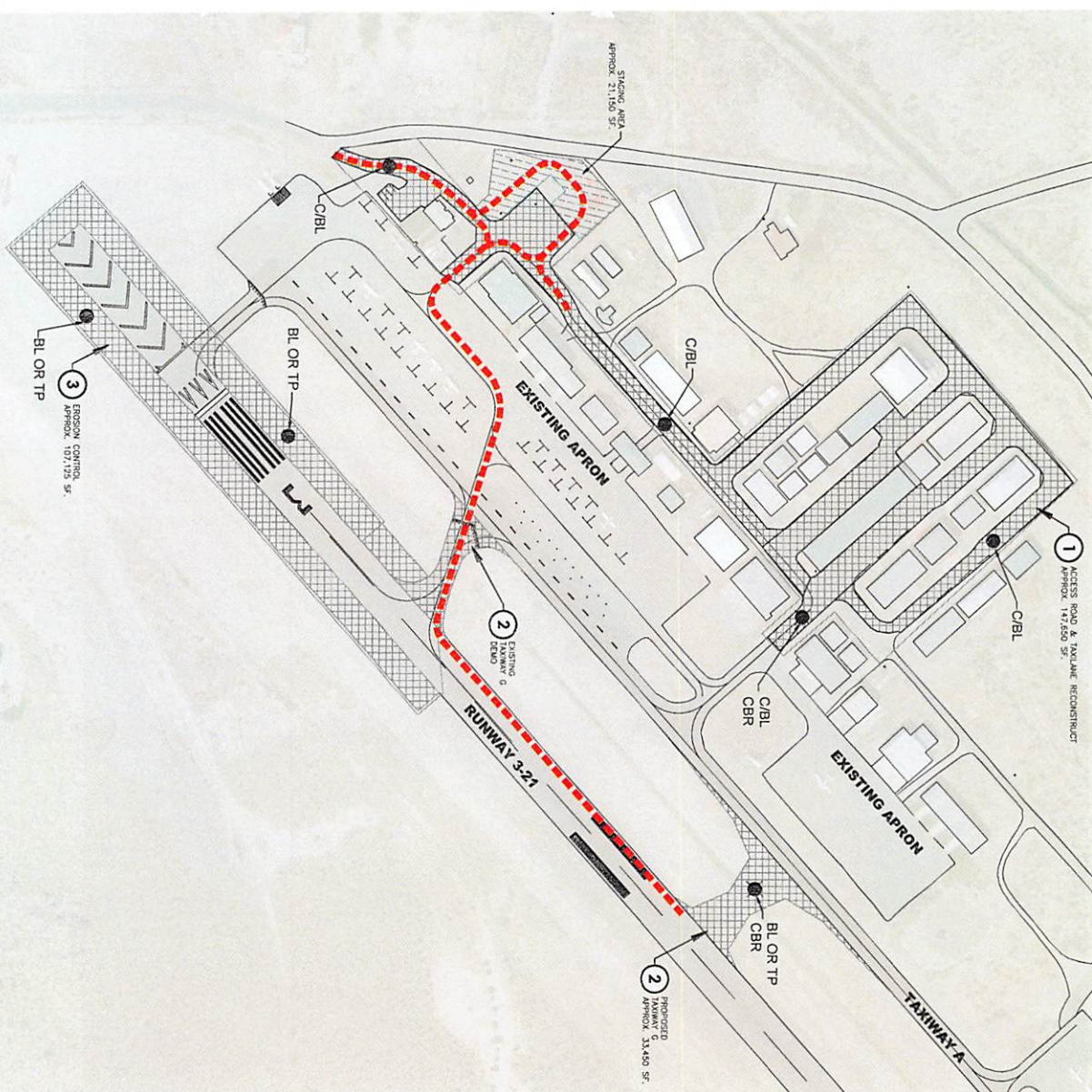
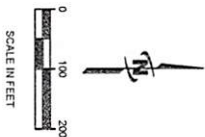


## ATTACHMENT 1B- Fee Breakdown

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CLIENT:		City of Fallon, Nevada													
JOB NUMBER:		45-21-028													
DATE:		January 31, 2022													
J-U-B Engineers, Inc. Fee Estimate (Design Phase)															
TASK NO	PROJECT TASK	Principal \$200.00	Senior Engineer \$200.00	Project Manager \$183.00	Project Engineer \$139.00	Project Designer \$108.00	CAD Designer \$117.00	Survey PLS \$162.00	2-Person Survey Crew \$200.00	Environ Specialist \$161.00	Environ Scientist \$109.00	Admin. \$66.00	Trips	TOTAL HRS	TASK DIRECT COSTS
LABOR:															
Labor + Direct Overhead Subtotal		14	210	32	192	232	154	4	0	8	32	36	8	914	\$128,218.00
Fixed Fee														15.0%	\$19,232.70
Total Labor + Overhead + Fixed Fee															\$147,450.70
		Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles			Markup					
EXPENSES:															
Air Travel		\$600.000	0							1.0					\$0.00
Mileage		\$0.585		8			70			1.0					\$327.60
Per Diem		\$59.00								1.0					\$0.00
Lodging		\$150.00								1.0					\$0.00
GPS Survey Unit		\$31.33								1.0					\$0.00
Printing		\$500.00								1.0					\$500.00
SUBCONSULTANTS:															
1 Surveying Subconsultant								\$23,285			1.0				\$23,285.00
2 Geotechnical Subconsultant								\$17,635			1.0				\$17,635.00
3								\$0			1.0				\$0.00
Subtotal - Labor + Overhead + Fixed Fee															\$147,450.70
Subtotal - Expenses															\$827.60
Subtotal - Subconsultants															\$40,920.00
Total - Project Design Fees															\$189,200.00



-  **PROPOSED IMPROVEMENT LOCATION**
-  **ANTICIPATED STAGING AREA**
-  **ANTICIPATED HAUL ROUTE**
-  **C/BL** **CORE/BORE LOG**
-  **BL OR TP** **BORE LOG OR TEST PIT**
-  **CBR** **CALIFORNIA BEARING RATIO TEST**





# August 16, 2022

## Agenda Item 8

Consideration and possible action to approve a construction contract with Herback General Engineering of Minden, Nevada, in order to complete the Sherman Street & North Broadway Street Rehabilitation project, PWP-CH-2022-408, in the amount of Three Million Three Hundred Thousand One Hundred Eighty-Six Dollars and Twenty-Five Cents (\$3,300,186.25). **(For possible action)**

**CITY OF FALLON  
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 8

DATE SUBMITTED: August 10, 2022

AGENDA DATE REQUESTED: August 16, 2022

TO: The Honorable City Council

FROM: Brian Byrd

**SUBJECT TITLE:** Consideration and possible action to approve a construction contract with Herback General Engineering of Minden, Nevada, in order to complete the Sherman Street & North Broadway Street Rehabilitation project, PWP-CH-2022-408, in the amount of Three Million Three Hundred Thousand One Hundred Eighty-Six Dollars and Twenty-Five Cents (\$3,300,186.25). **(For possible action)**

**TYPE OF ACTION REQUESTED:** (Check One)

☐ Resolution                      ☐ Ordinance  
☒ Formal Action/Motion              ☐ Other

**RECOMMENDED COUNCIL ACTION:** Motion to approve a construction contract with Herback General Engineering of Minden, Nevada, in order to complete the Sherman Street & North Broadway Street Rehabilitation project, PWP-CH-2022-408, in the amount of Three Million Three Hundred Thousand One Hundred Eighty-Six Dollars and Twenty-Five Cents (\$3,300,186.25). **(For possible action)**

**DESCRIPTION:** On April 5, 2021 the City of Fallon received communication from the Governor's Office of Economic Development indicating an award of \$885,463 of Community Development Block Grant funding for the 2021 grant cycle. Since the time of award, the City has worked diligently to complete the design, advertise and bid the project in accordance with Nevada Revised Statutes as well as the Code of Federal Regulations. As advertised, the project consists of a full reconstruction of Sherman Street from East Williams Avenue to Augusta Lane, as well as specified portions of North Broadway Street. The project generally includes: Demolition and removal of the existing roadway, landscaping, paving, sanitary sewer, storm drains, and waterlines. Construction elements of the project include: The installation of curb, gutter, sidewalk, paving, sanitary sewer, street lighting, storm drain manholes, on-street parking, and landscaping improvements.

**BACKGROUND:** This project was released for public bid on July 14, 2022 and was advertised in the Lahontan Valley News in accordance with NRS 338.1385. A pre-bid meeting was held on July 22, 2022. One (1) bid was received and opened on August 4, 2022 as further described in the attached documents.

**FISCAL IMPACT:** \$3,300,186.25

**FUNDING SOURCES:** CDBG - \$885,463, City of Fallon RTC/Enterprise Funds - \$2,414,723.25

**PREPARED BY:** Brian Byrd, Director of Public Works

**DATE:** August 10, 2022

**TO BE PRESENTED TO THE COUNCIL BY:** Brian Byrd





Carson City • Fallon • Lake Tahoe • Reno

[www.LumosInc.com](http://www.LumosInc.com)

**Reno**  
9222 Prototype Drive  
Reno, Nevada  
775.827.6111

August 10, 2022

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

**Subject: Sherman Street and North Broadway Street Rehabilitation Project  
CDBG Grant No. 21/PF/04 –Recommendation for Award**

Dear Mr. Byrd:

As you are aware, bids for the above referenced project were received and opened on August 4<sup>th</sup>, 2022. One (1) bid was received with Herback General Engineering submitting the only bid with total cost of \$3,300,186.25.

While compiling the Bid Tabulation and verifying the Contractor's bid for responsiveness and completion, we found that no unit price was written in for Bid Item No.1 "Mobilization, Demobilization, Erosion Control, and Cleanup" on the Bid Form. The total cost of the bid per our calculations is \$3,013,296.25, an overall total cost discrepancy of \$286,890.00. We have discussed this with Herback General Engineering and they have corrected the clerical error on the Bid Schedule. The updated Bid Schedule is attached for reference.

In our opinion, Herback General Engineering, a Nevada contractor licensee, is of good standing, and their bid was found to be complete and responsive. Therefore, we recommend that award be considered to Herback General Engineering in the amount of \$3,300,186.25.

Lumos performed a record search on SAM.gov (System for Award Management) to determine that Herback General Engineering and all proposed subcontractors were actively registered, and no active or inactive exclusion records existed. Herback General Engineering and all proposed subcontractors, except V&C Construction, were verified to be actively registered with no exclusion records found. CDBG may investigate further into the status of V&C Construction, to determine whether they are actively registered and have any exclusions.

The Bid Tabulation (reflecting the corrected Bid Schedule) has been attached for your reference. Please contact me at (775) 827-6111 or [AGreenblat@lumosinc.com](mailto:AGreenblat@lumosinc.com), should you have any questions.

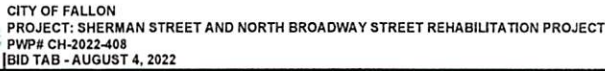
Sincerely,

A handwritten signature in blue ink, appearing to read 'Alex Greenblat', is written over a horizontal line.

Alex Greenblat, P.E., Senior Project Manager

CC: Ryan Swirczek – Deputy Public Works Director, City of Fallon  
Brian Harer – Construction Senior Project Manager

Attach: Bid Tabulation  
Updated Bid Schedule



BID PROPOSAL:	X
BID FORM:	X
DBE INFORMATION FORM:	X
5% SUBCONTRACTORS LIST:	X
BIDDER EQUAL EMPLOYMENT OPPORTUNITY:	X
SUBCONTRACTOR EQUAL EMPLOYMENT OPPORTUNITY:	X
BIDDER LOBBYING ASSURANCES:	X
SUBCONTRACTOR LOBBYING ASSURANCES:	X
BIDDER DEBARMENT:	X
BIDDER SECTION 3 CERTIFICATION:	X
SUBCONTRACTOR SECTION 3 CERTIFICATION:	X
SECTION 3 WORK FORCE BREAKDOWN:	X
ANIT-COLLUSION AFADAVIT:	X
BOYCOTT OF ISRAEL:	X
QUALIFICATION STATEMENT:	X
ADDENDUM NO. 1:	X
ADDENDUM NO. 2:	X
1% SUBCONTRACTORS LIST:	X
SUBCONTRACTORS AND SUPPLIERS BIDDING:	X
SUBCONTRACTORS:	Artistic Fence Company
	Cheek Construction
	Sierra Nevada Construction
	V&C Construction
	Intermountain Slurry Seal



# **ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	Mobilization/Demobilization/Erosion Control/Cleanup	LS	1	286,890.00	286,890.00
2	Furnish and Provide Traffic Control	LS	1	70,420.00	70,420.00
3	Tree Removal by ISA Certified Arborist	EA	7	662.00	4,634.00
4	Perform Root Exposure and Mitigation by ISA Certified Arborist (contingent Item)	HR	24	165.00	3,960.00
5	Remove or Abandon Existing Storm Drain Pipe	LF	53	37.50	1,987.50
6	Remove Existing Storm Drain Manhole	EA	1	1,415.00	1,415.00
7	Install PCC ADA Pedestrian Ramp	EA	25	2,150.00	53,750.00
8	Install Type I PCC Curb and Gutter	LF	3,659	56.50	206,733.50
9	Install PCC Sidewalk	SF	19,204	10.50	201,642.00
10	Install PCC Residential Driveway Apron	SF	2,003	13.50	27,040.50
11	Install PCC Commercial Driveway Apron	SF	2,333	20.00	46,660.00
12	Install PCC Driveway Transition	SF	4,570	14.50	66,265.00
13	Install PCC Steps	SF	42	179.00	7,518.00
14	Install PCC Post Curb	LF	57	81.00	4,617.00
15	Install PCC Valley Gutter and Spandrels	SF	2,058	19.50	40,131.00
16	Install AC Driveway Transition	SF	893	12.00	10,716.00
17	Install Type II Aggregate Base (Driveway Transition/Fill Station)	CY	42	101.00	4,242.00
18	Reconstruct Composite Roadway Section (North Broadway Street)	SF	78,302	3.95	309,292.90
19	Reconstruct Composite Roadway Section (Sherman Street)	SF	29,973	4.35	130,382.55
20	Over Excavation of Unsuitable Material and Backfill (Contingent Item)	CY	470	84.50	39,715.00
21	Remove and Replace Traffic/Street Sign and Base	EA	8	717.00	5,736.00
22	Remove and Replace Existing Fencing (Wood or Chain-Link)	LF	328	98.50	32,308.00
23	Salvage, Relocate, and Re-Install Existing Mailbox	EA	4	378.00	1,512.00
24	Protect and Adjust Communication/Water/Sewer Manhole to New Finish Grade	EA	5	751.00	3,755.00
25	Protect and Adjust New or Existing Utility Valve	EA	12	751.00	9,012.00
26	Remove and Replace Electrical Standard or Traffic Rated Pull Box	EA	2	1,240.00	2,480.00



Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
27	Abandon Existing 4" Water Line by Removal or Grout Fill	LF	1,298	4.90	6,360.20
28	Install New 8" AWWA PVC C900 DR-18 Water Line	LF	1,420	167.00	237,140.00
29	Remove and Replace Existing Water Meter and Service	EA	30	4,650.00	139,500.00
30	Remove Existing 6" Sewer and Replace with 8" SDR-35 PVC Sewer Main	LF	1,367	130.00	177,710.00
31	Install New 8" SDR-35 PVC Sanitary Main	LF	100	149.00	14,900.00
32	Remove Existing and Replace with Type I Polymer Sewer Manhole	EA	5	5,745.00	28,725.00
33	Install New Type I Polymer Sewer Manhole	EA	1	3,855.00	3,855.00
34	Remove and Replace Existing SDR-35 PVC Sewer Lateral (Contingent Item)	EA	30	5,295.00	158,850.00
35	Install Type 4R Catch Basin	EA	12	3,070.00	36,840.00
36	Remove Existing and Replace with Type 4R Catch Basin	EA	1	3,685.00	3,685.00
37	Install SC -740 Infiltrators, Nyloplast Weir Structure, Pipe and Observation Ports	EA	98	4,775.00	467,950.00
38	CCTV Verification	LS	1	8,820.00	8,820.00
39	Install New 5'x3' Box Culvert	LF	27	1,935.00	52,245.00
40	Install New PCC Headwall (Including Rip Rap Inlet and Outlet Protection)	EA	2	19,770.00	39,540.00
41	Relocate Existing Fire Hydrant	EA	2	13,820.00	27,640.00
42	Install 4" Schedule 40 Electrical Conduit	LF	259	44.00	11,396.00
43	Install 4" Solid White Pavement Striping	LF	1,423	.55	782.65
44	Install 6" Solid White Pavement Striping	LF	139	.55	76.45
45	Install 4" Double Yellow Pavement Striping	LF	50	2.75	137.50
46	Install 2'x10' White Thermoplastic Crosswalk Keys	LF	700	14.50	10,150.00
47	Install 24" White Thermoplastic Stop Bar	LF	13	14.50	188.50
48	Install 12" White Thermoplastic Stop Bar	LF	71	11.00	781.00
49	Install Red or Yellow Curb Paint	LF	30	3.30	99.00
50	Contract Allowance	LS	1	300,000	300,000
<b>Total Base Bid Price (Sum of Items 1 thru 50)</b>			<b>3,300,186.25</b>		

TOTAL SUM FOR BASE BID (in written form) Three million, three hundred thousand one  
hundred eighty six Dollars and twenty five Cents

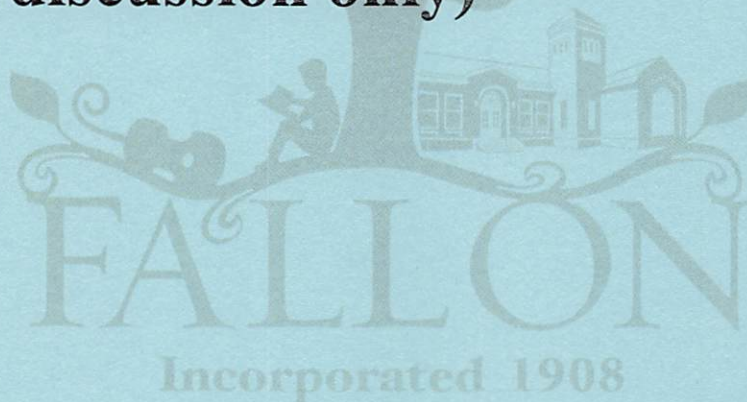
5.02 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.



# August 16, 2022

## Agenda Item 9

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



**CITY OF FALLON**  
**REQUEST FOR COUNCIL ACTION**  
AGENDA ITEM NO. 9

**DATE SUBMITTED: 08/08/22**

**AGENDA DATE REQUESTED: 08/16/22**

**TO:** Mayor and Council

**FROM:** Kristopher R. Alexander, Chief of Police

**SUBJECT:** Fallon Police Department Monthly Report for July 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

8/9/22

Reviewed By: Chief Kristopher Alexander

Date

8/9/22

**Presented by Kristopher Alexander**

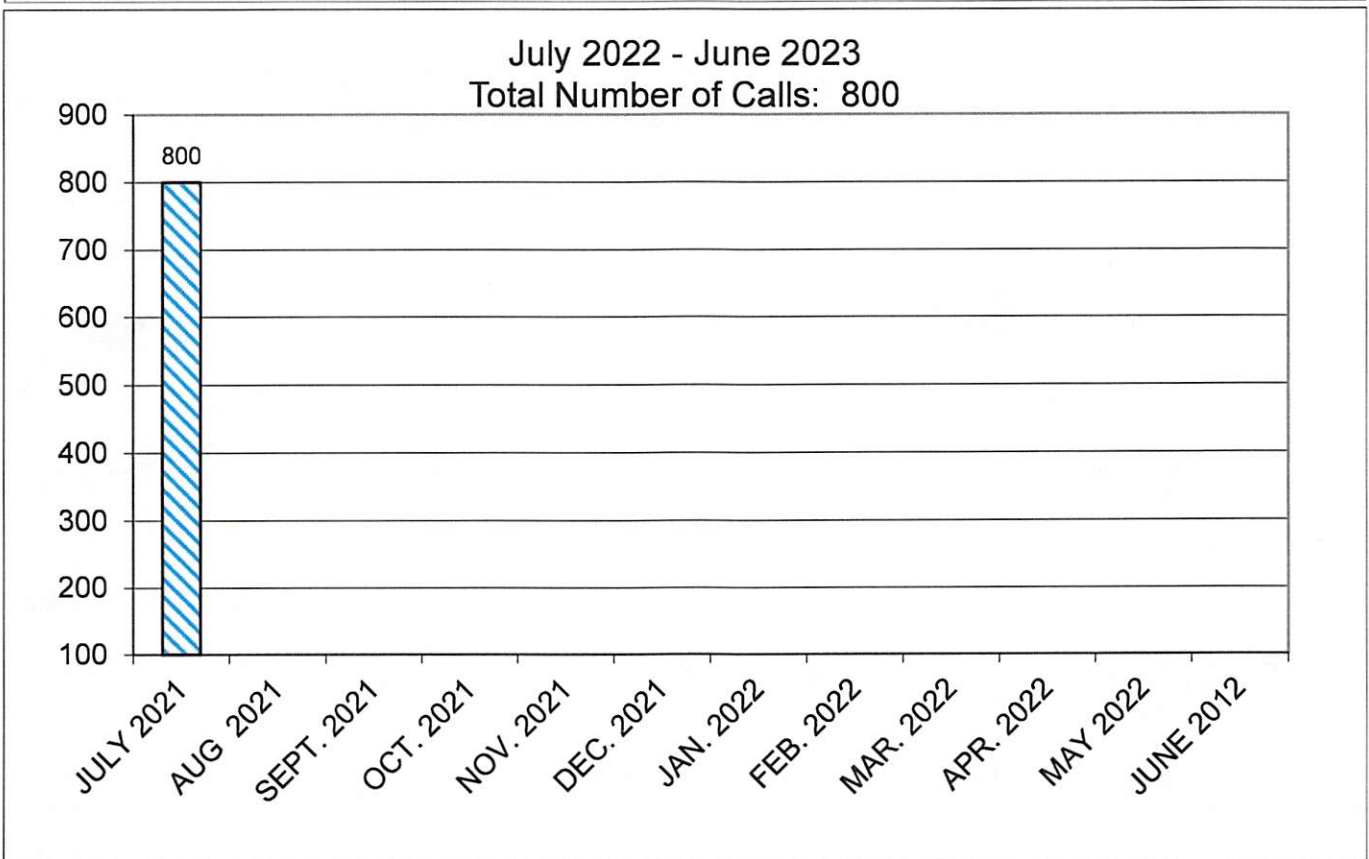
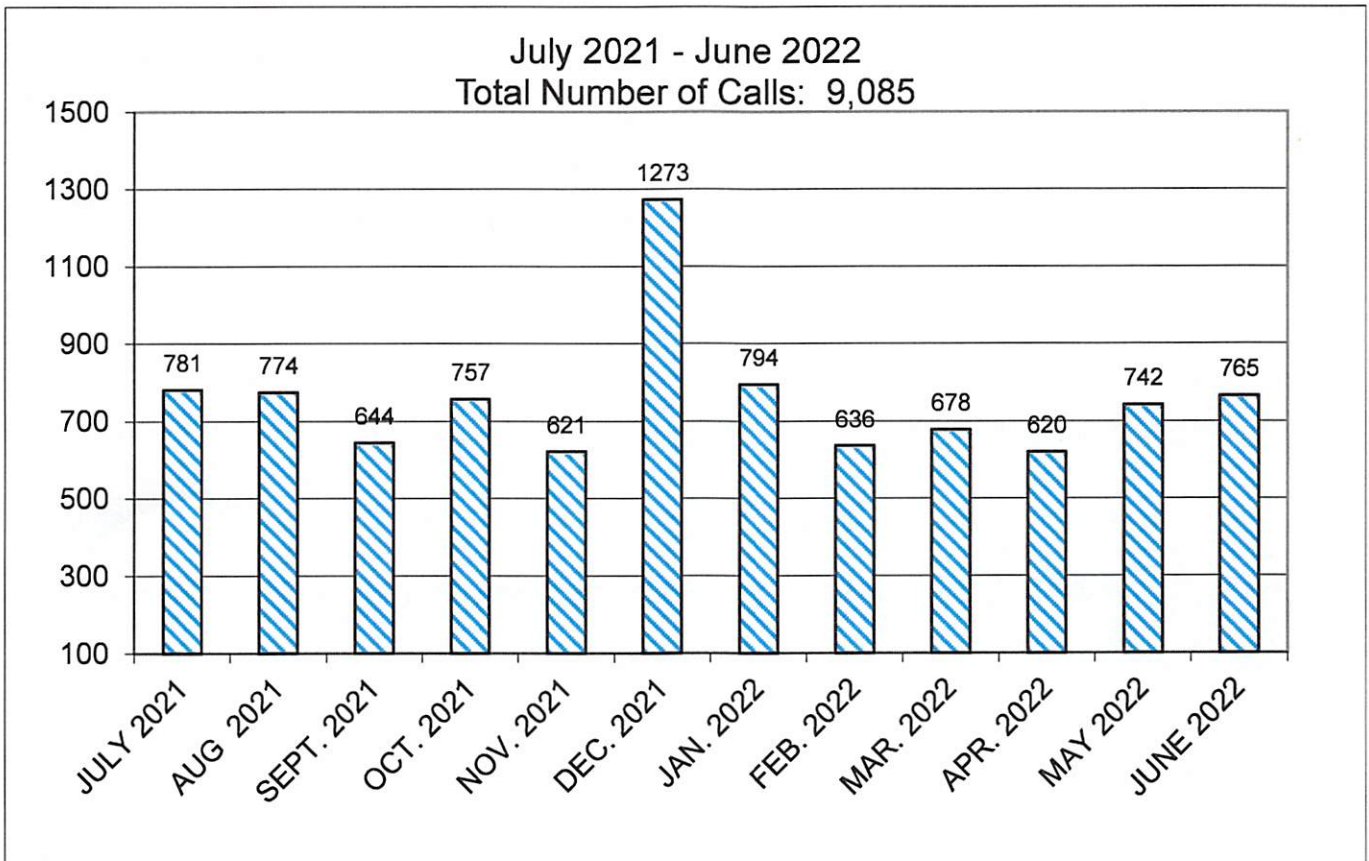


# MONTHLY ACTIVITY REPORT

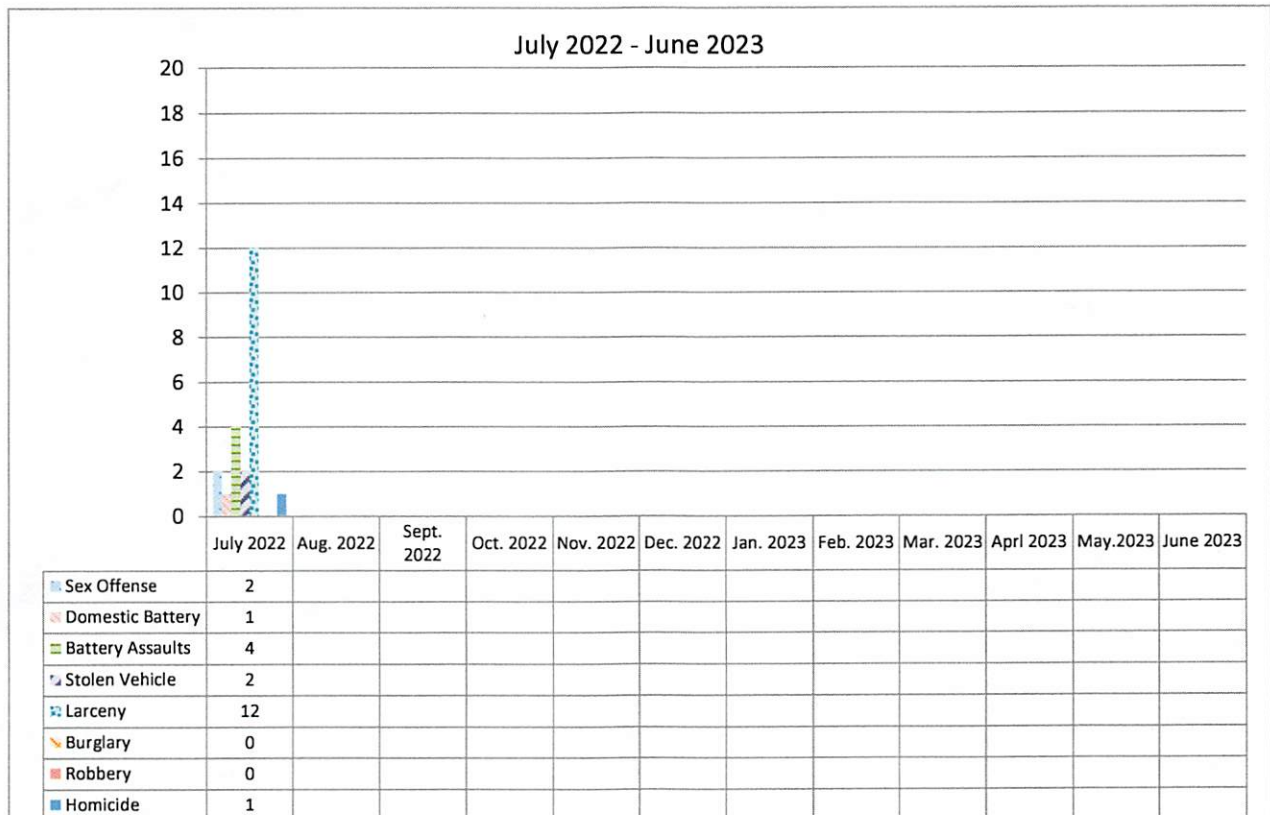
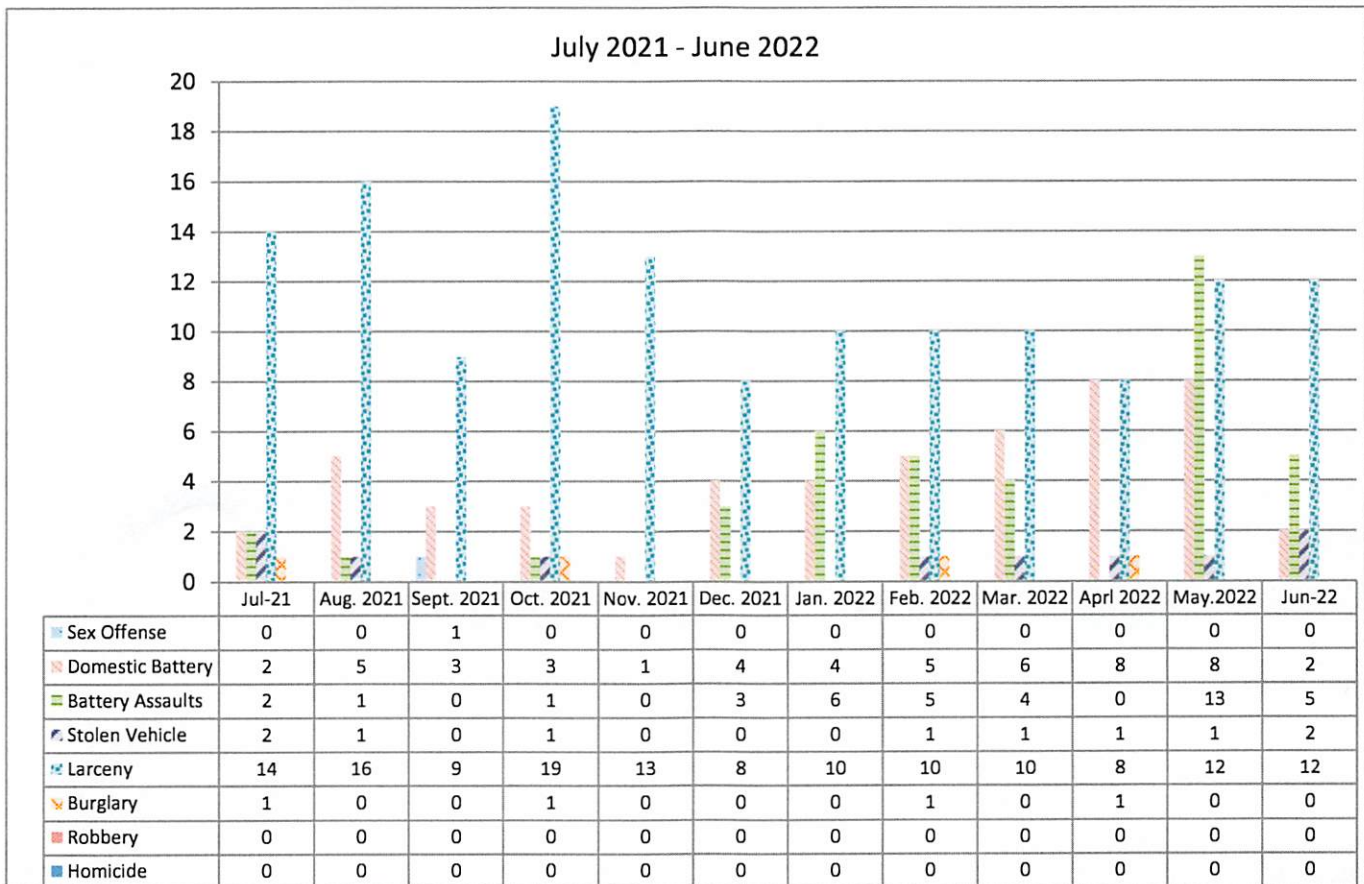


July 2022

## Calls for Service/Total Incidents Reported

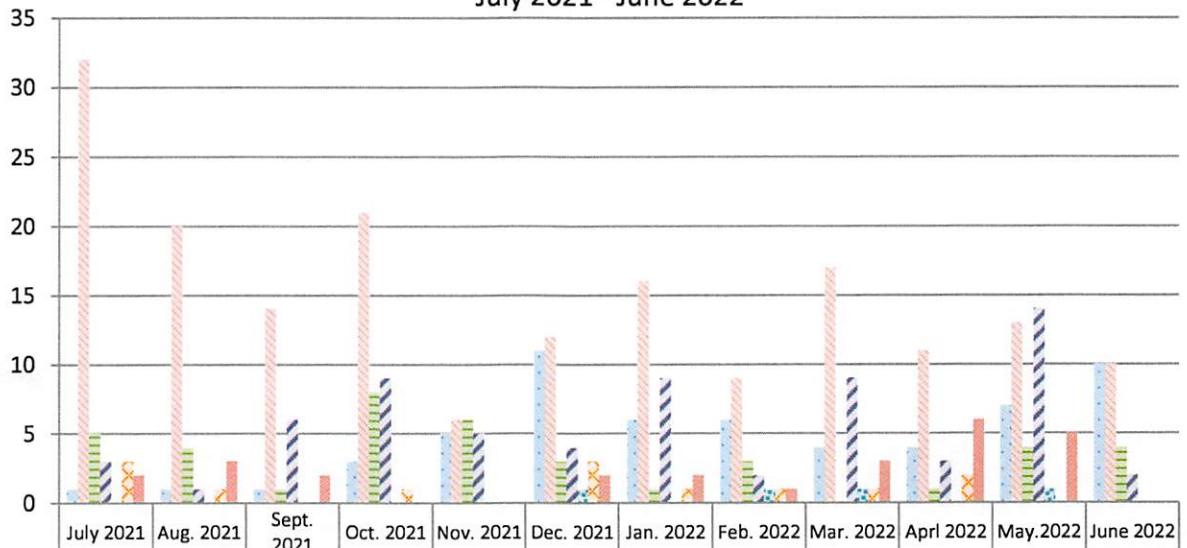


## Crime Summary

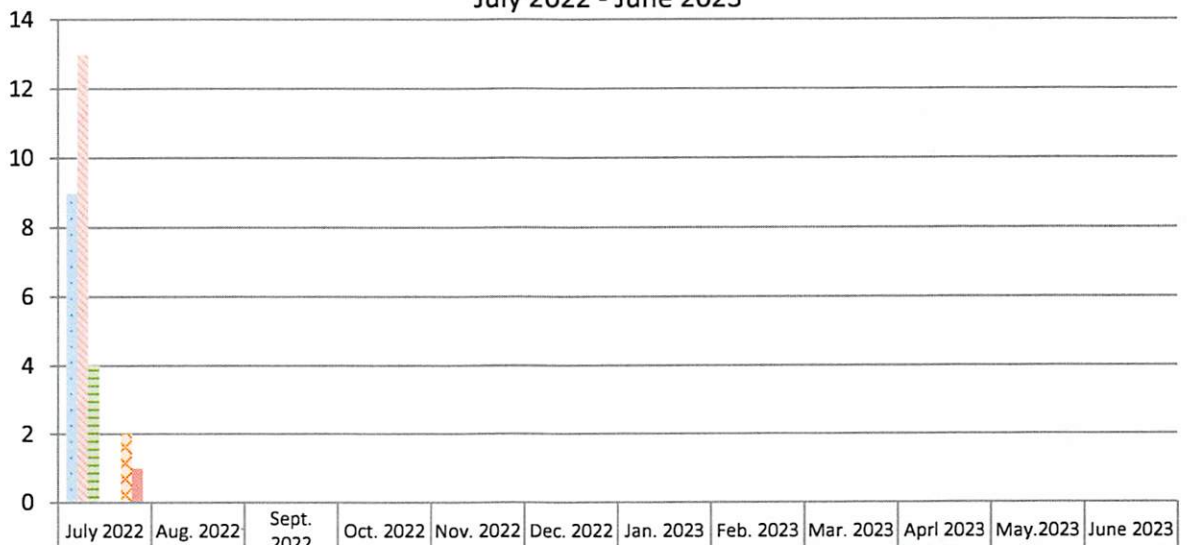
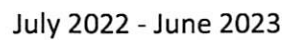




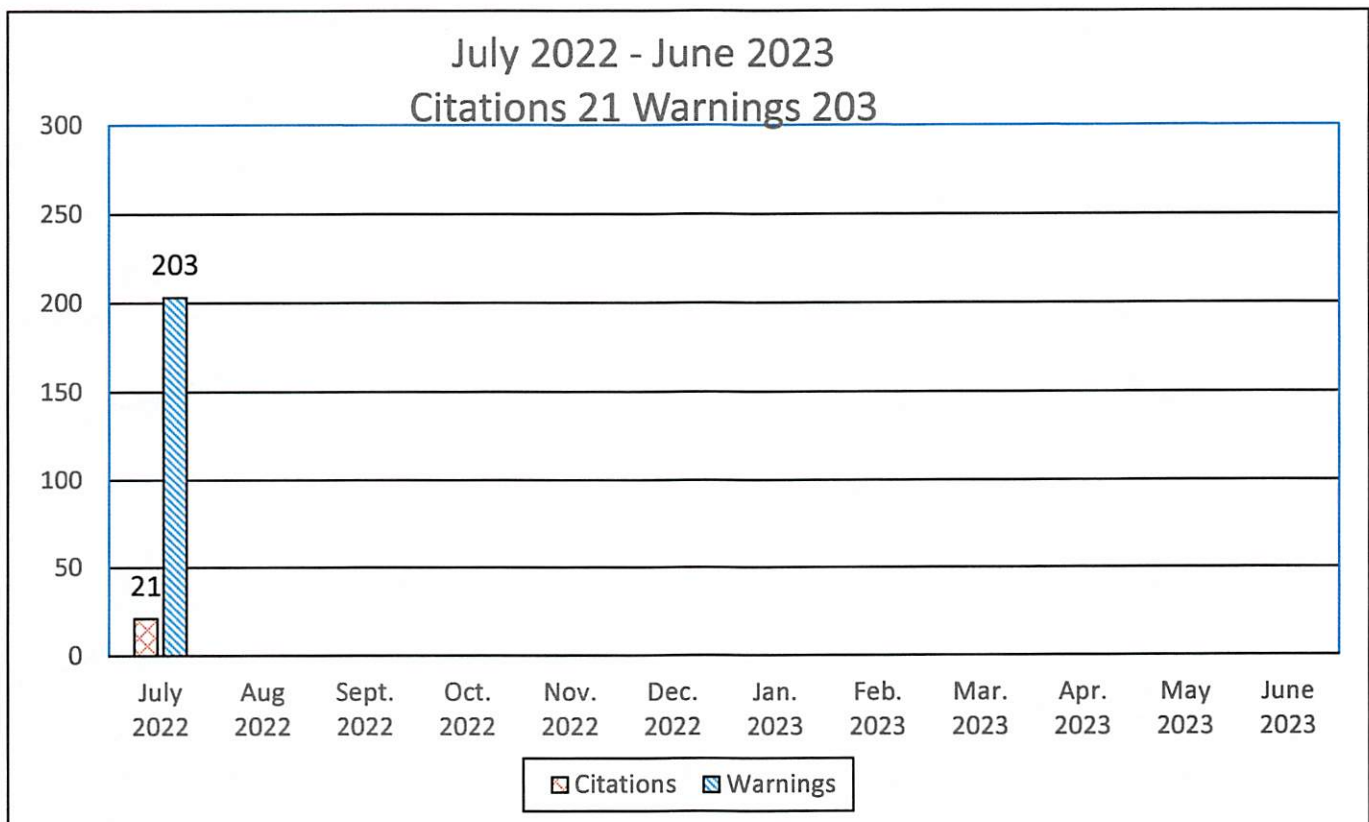
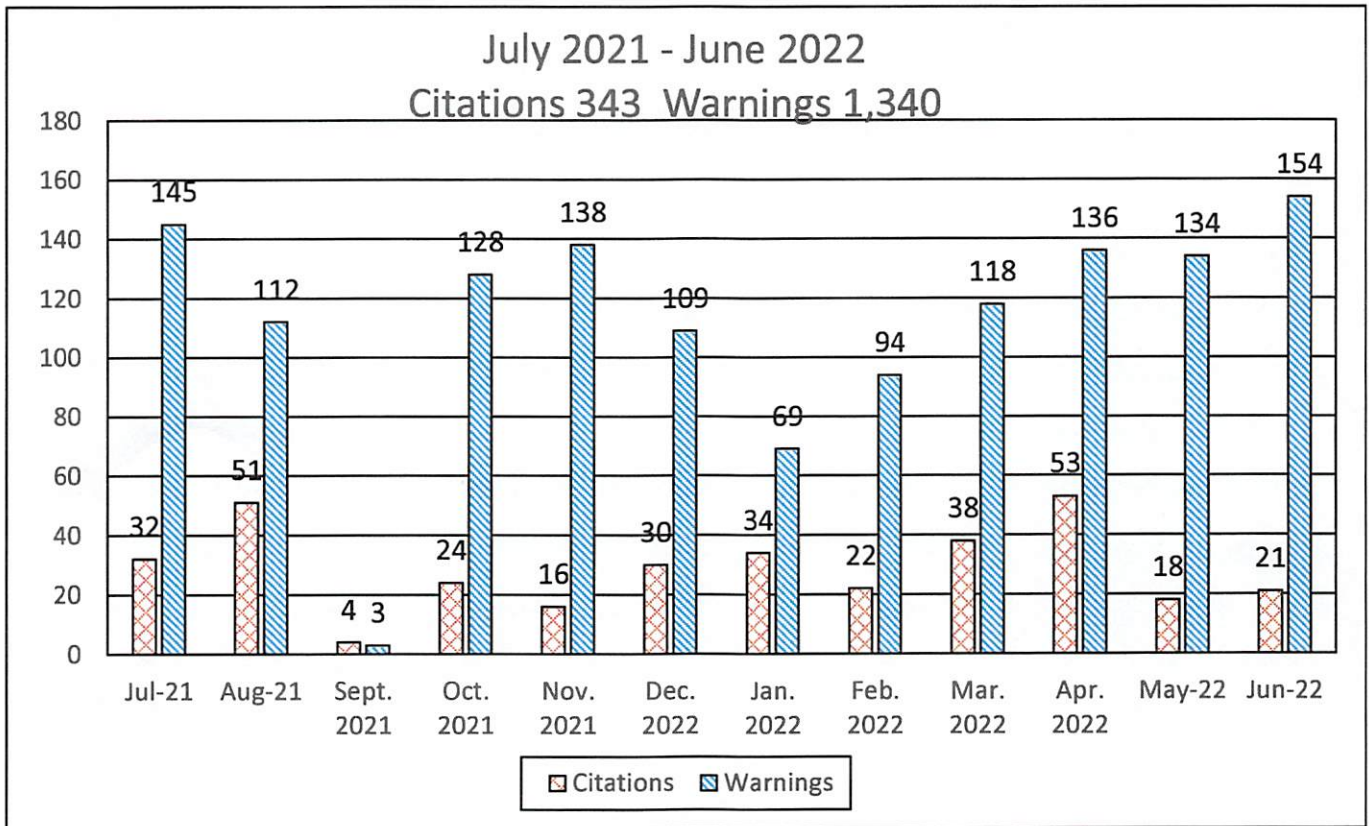
## Arrest Summary



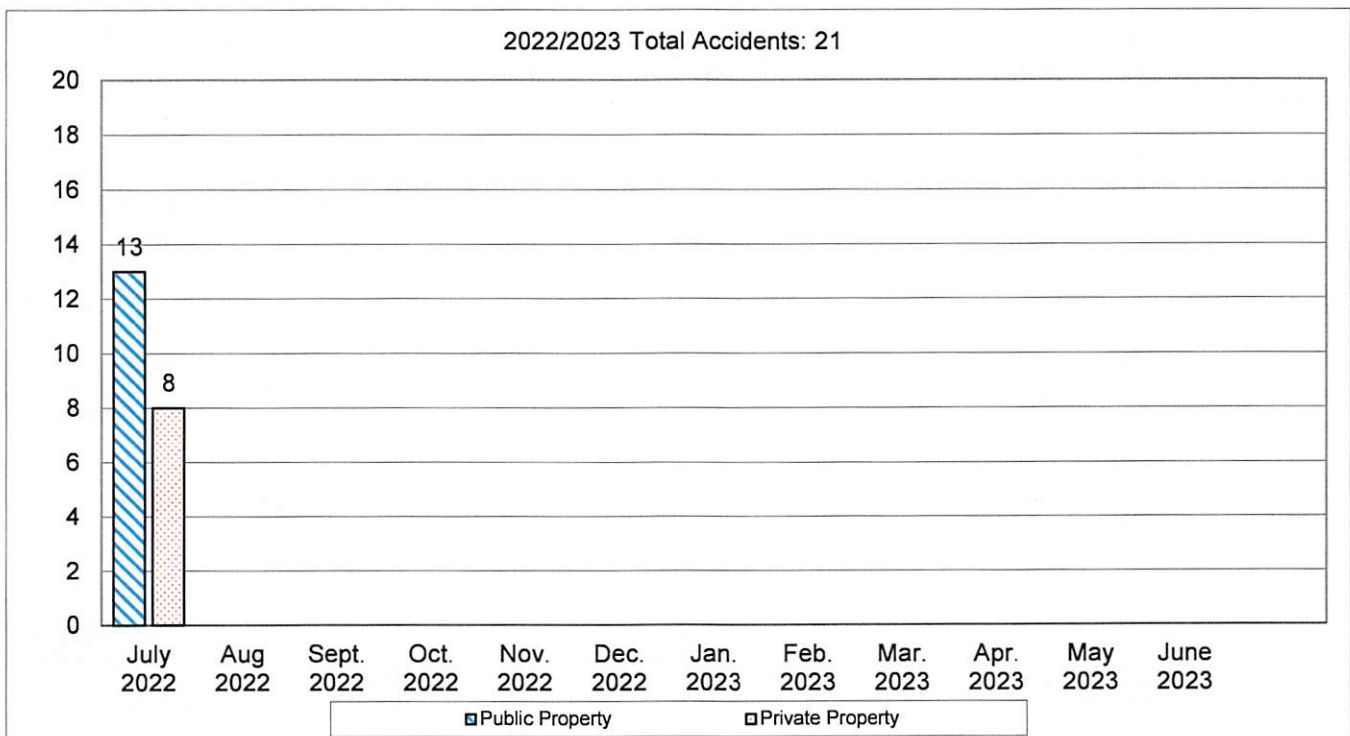
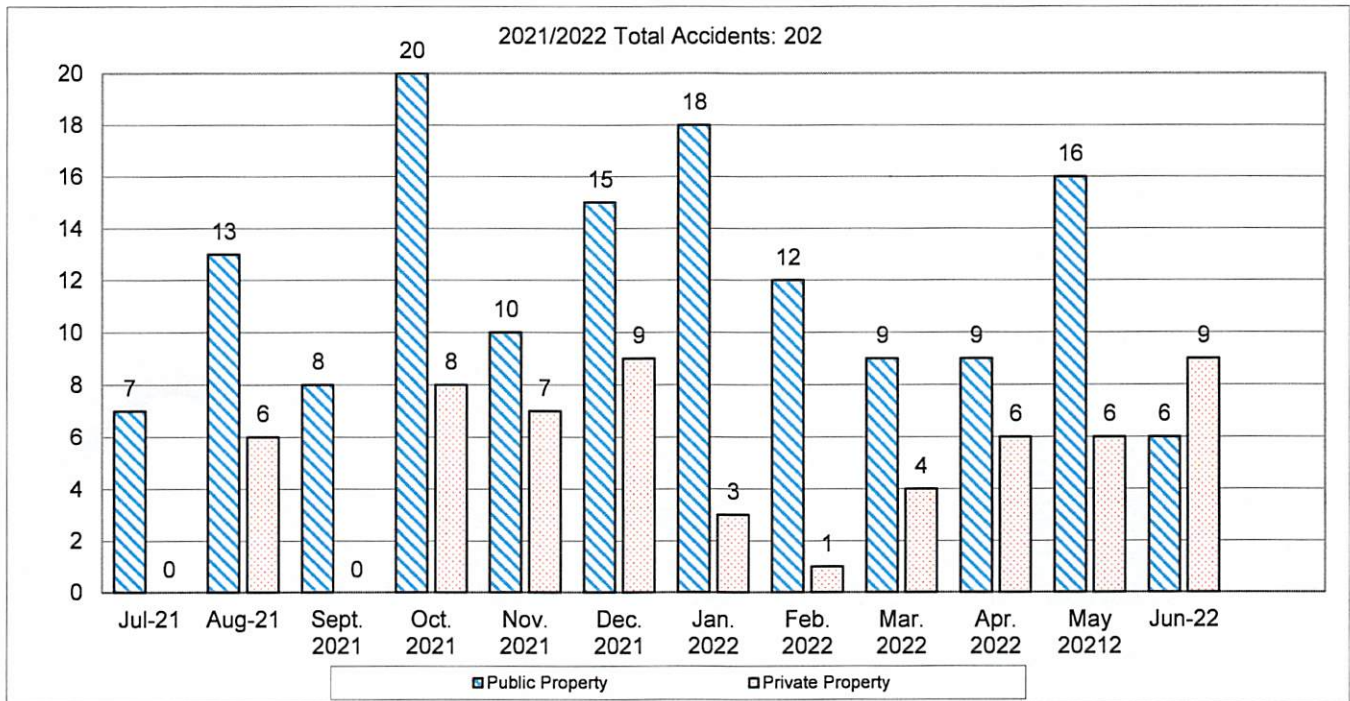
Felony/GM	1	1	1	3	5	11	6	6	4	4	7	10
Misd.	32	20	14	21	6	12	16	9	17	11	13	10
DUI's	5	4	1	8	6	3	1	3	0	1	4	4
Juvenile Misd.	3	1	6	9	5	4	9	2	9	3	14	2
Juvenile Felony/GM	0	0	0	0	0	1	0	1	1	0	1	0
CPC's	3	1	0	1	0	3	1	1	1	2	0	0
Domestic Violence	2	3	2	0	0	2	2	1	3	6	5	0

[illegible]

## Moving Citations Traffic Warnings

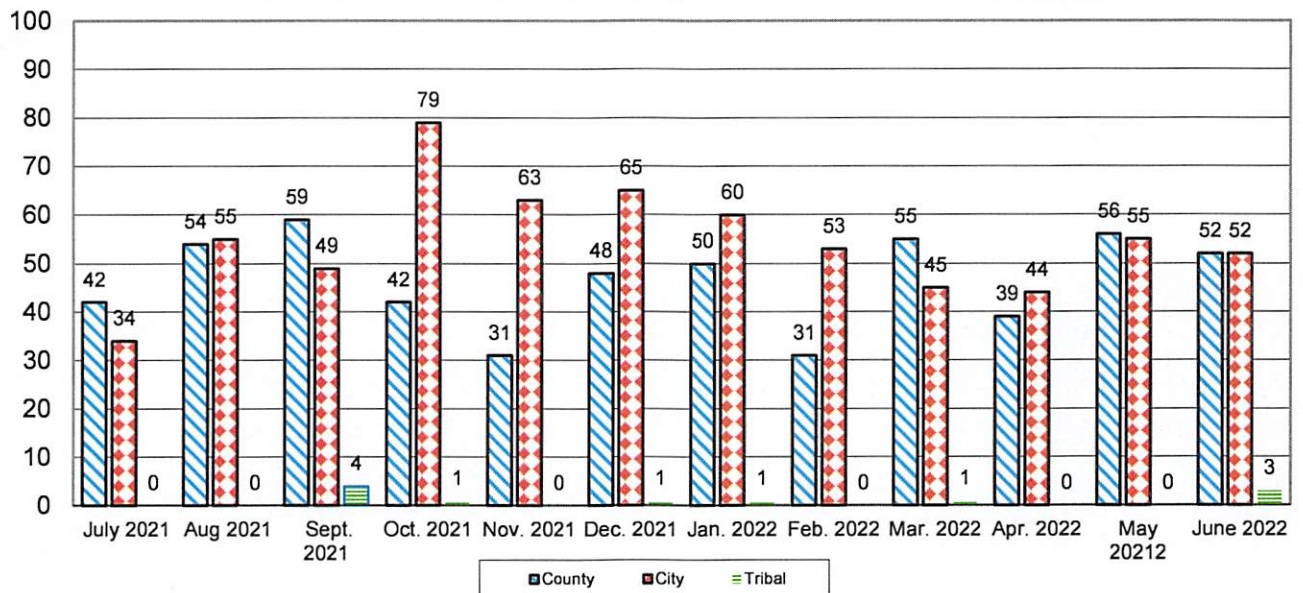


## Traffic Accidents

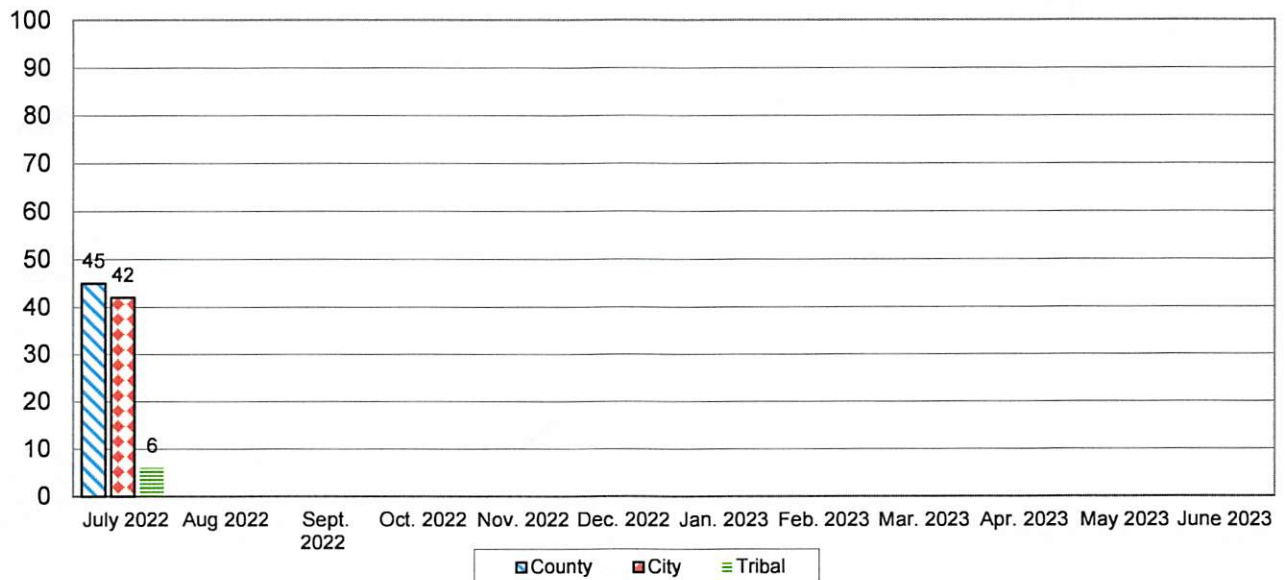




July 2021 - June 2022  
 Year to Date County Animals 559    Year to Date City Animals 654    Year to Date Tribal Animals 11



July 2022 - June 2023  
 Year to Date County Animals 45    Year to Date City Animals 42    Year to Date Tribal Animals 6



**Fallon Police Department**  
**Citizen Survey Results**  
**July 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
2	1		3

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

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
3	1		2

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

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
5			1

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

Officer name (s) CSO Rachel Massey, Ofc. Joe Shyne, Detective Goodrick

Dispatcher (s) \_\_\_\_\_

	VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
Concern	5			1
Courtesy	5	1		
Knowledge	5	1		
Problem Solving Ability	5		1	
Professional Conduct	5	1		

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

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
4	1		1

**Fallon Police Department**  
**July 2022**

**Citizen Survey Comments**

- The officer's that arrived were very helpful and concerned. They took time to look past the immediate problem to see there was a bigger situation. Thank you to all officers involved.
- Detective Goodrick did a fantastic job of answering questions, expressing empathy and providing updates. He clearly cares but is honest in providing expectation management too. Thank you!! All of my family's interactions with the Fallon Police Department have been professional and reassuring. Thank you for your protection, service and communication.
- I have tumble weeds piled up at the corner of my fence and its getting bigger. (*The original compliant was for an abandoned vehicle, which has been removed from the area*)
- The officer told me there was no vehicle parked on my property. Someone had parked a vehicle on our property and went to a neighbor's house, there was plenty of street parking. (*Upon officer arrival, there was no vehicle parked on the reporting parties property*)



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

**ASSISTANCE**

During the month of July, we provided lodging assistance to zero people.

**INDOCTRINATION**

During the month of July there were two indoctrinations as NAS Fallon.

**VOLUNTEERS IN POLICE SERVICES**

July 2022 the Fallon Police VIPS volunteered one hundred forty-one hours (141) hours to the agency. They also had twenty-nine (29) hours of training. These hours of consisted of Domestic Violence meetings, Vin Inspections and Fallon Community Day.

**OTHER PUBLIC RELATIONS**

During July officers conducted special detail for the following:

- On July 4<sup>th</sup>, 2022, officers provided traffic control during the 4<sup>th</sup> of July parade.
- On July 4<sup>th</sup>, 2022, officers provided foot patrol during the 4<sup>th</sup> of July block party.
- On July 14<sup>th</sup>, 2022, a radar trailer was parked on 5<sup>th</sup> street, around Laura Mills Park.
- On July 15<sup>th</sup>, 2022, officers provided traffic control on South Maine Street for a fountain dyeing.
- On July 19<sup>th</sup>, 2022, officers provided traffic control on South Maine Street for a fountain dyeing.
- On July 21<sup>st</sup>, 2022, Officer Zach Jacobs ate lunch with kids at the Venturacci Skate Park.
- On July 30<sup>th</sup>, 2022, Sgt. Riley, Detective Goodrick, PSA Melissa Fecht and the VIPS handed out school supplies during the Social Services Community Day.

### **BREAKDOWN OF ARRESTS**

During the month of July, the Police Department had twenty-nine (29) total arrests:

- Of the eight (8) felony arrests, three (3) of them were warrant arrests.
- Of the thirteen (13) misdemeanor arrests, nine (9) were misdemeanor warrant arrests.

### **BREAKDOWN OF THEFT REPORTS**

During the month of July, the Police Department took twelve (12) Theft reports:

- One (1) report of stolen license plates
- One (1) report of a stolen speaker
- One (1) report of a stolen electric razor (for personal hygiene)
- Three (3) reports of stolen catalytic converters
- Two (2) reports of stolen bicycles
- One (1) report of a stolen package from doorstep
- One (1) report of stolen items from storage unit
- One (1) report of theft of goods from CVS.
- One (1) report of a stolen gun