



Fallon
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Fallon, NV 89406
775.423.6188

January 30, 2025

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

LA24.A59

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

Dear Derek:

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

Project Understanding

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

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

Project Scope

Task 1 – Project Management

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

Task 2 – Topographic Survey

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

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

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

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

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

Task 3 – Right-of-Way Engineering

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

3.1 - Preliminary Title Reports

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

3.2 - Boundary Survey and Legal Descriptions

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

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

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

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

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

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

3.3 - Permission to Construct Agreement Exhibits

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

Task 4 – Investigation of Existing Conditions

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

4.1 - Concrete Condition Survey

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

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

4.2 - Pavement Structural Investigation

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

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

Field Investigation will include:

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

Laboratory analysis may include:

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

Report, Recommendations, and Conclusions

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

4.3 - Utility Coordination

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

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

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

4.4 - Utility Pothole Exploration

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

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

Field Investigation will include:

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

Report will include:

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

4.5 - Sanitary Sewer System Evaluation

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

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

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

Task 5 – Preliminary Design

30% Improvement plans submittal:

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

60% Improvement plans submittal:

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

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

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

Review Meetings:

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

Task 6 – Construction Documents (Optional)

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

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

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

100% Improvement plan and Specification Submittal:

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

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

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

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

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

Review Meetings:

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

Final Bid Documents:

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

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

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

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

Surface Improvement Plans:

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

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

NDOT Encroachment Permit:

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

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

Task 8 – Widening of Whitaker Lane (Optional)

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

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

Surface Improvement Plans:

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

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

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

Task 9 – Water Model Analysis Report for Pipe Sizing

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

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

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

Task 10 – NDEP Permitting (Optional)

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

Task 11 – Electrical Design

Lighting Study

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

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

Electrical Design

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

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

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

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

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

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

Task 12 – Bidding Services

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

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

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

Task 13 – Project Contingency

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

Assumptions / Exceptions

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

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

Fees

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

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

Project Schedule

Notice to Proceed (NTP): TBD

Topographic Survey/Geotechnical Investigation: 4 weeks after NTP

Utility Exploration/Concrete Condition Survey: 6 weeks after NTP

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

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

Preliminary Plans: 4-6 weeks after Topographic Survey

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

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

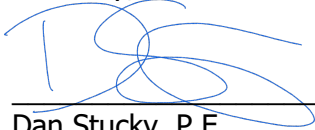
Final Construction Documents: 6-8 Weeks after 60% Plans
Start of Construction: Spring 2026

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

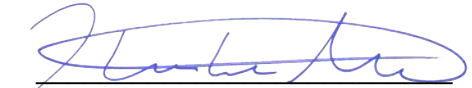
Lumos & Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of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

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

Sincerely,



Dan Stucky, P.E.
Director



Hunter Mori, P.E.
Project Engineer

Encl: Standard Provisions of Agreement

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

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

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

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

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

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

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

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

THE CLIENT/contact person for this project is Derek Zimney

Phone 775.423.5107 Email dzimney@fallonnevada.gov

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

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

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

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

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

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

CONSULTANT contact for this project is Hunter Mori Phone 775.423.2188

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

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

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

CONSULTANT:

PRINT _____
SIGN _____
TITLE _____
DATE _____

CLIENT:

PRINT _____
SIGN _____
TITLE _____
DATE _____

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

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

2. BILLING AND PAYMENT

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

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

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

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

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

3. TERMINATION

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

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

4. ADDITIONAL SERVICES

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

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

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

5. STANDARD OF CARE

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

6. COST ESTIMATES

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

7. LIMITATIONS ON RESPONSIBILITIES

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

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

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

8. INFORMATION PROVIDED BY OTHERS

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

9. OWNERSHIP OF DOCUMENTS

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

10. INDEMNIFICATION

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

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

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

11. RIGHT OF ENTRY

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

12. SAMPLES

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

13. GOVERNING LAW; DISPUTES

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

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

14. NO THIRD PARTY BENEFICIARIES

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

15. WAIVER OF CONSEQUENTIAL DAMAGES

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

16. FORCE MAJEURE

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

17. SOLE CORPORATE REMEDY

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

18. HAZARDOUS MATERIALS

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

19. LIMITATION OF LIABILITY

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

20. STATUTES OF LIMITATIONS AND REPOSE

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

21. MISCELLANEOUS

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

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

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

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

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

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

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

22. RETAINER

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