



# AGENDA

## CITY COUNCIL MEETING

55 West Williams Avenue Fallon, NV

May 05, 2026 at 9:00 AM

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The Honorable City Council will meet in a regularly scheduled meeting on May 5, 2026 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 of application by Valeria Carreto-Zapata for a drinking establishment (on-premise) liquor license and a retail establishment (off-premise) liquor license manager change for Fajitas Gourmet located at 125 S. Maine Street. **(For possible action)**

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

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

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

This agenda has been posted on or before 9:00 a.m. on April 30, 2026 at City Hall, City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>).

The supporting material for this meeting is also available to the public on the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>) or by contacting Elsie Lee, Deputy City Clerk, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, 775-423-5104

/s/ Elsie M. Lee

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



## CITY OF FALLON REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: April 22,2026  
 AGENDA DATE: May 5, 2026  
 TO: The Honorable City Council  
 FROM: Elsie Lee, Deputy City Clerk  
 AGENDA ITEM TITLE: Consideration of application by Valeria Carreto-Zapata for a drinking establishment (on-premise) liquor license and a retail establishment (off-premise) liquor license manager change for Fajitas Gourmet located at 125 S. Maine Street. **(For possible action)**

**TYPE OF ACTION REQUESTED:**

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

**RECOMMENDED COUNCIL ACTION:** Motion to approve application by Valeria Carreto-Zapata for a drinking establishment (on-premise) liquor license and a retail establishment (off-premise) liquor license manager change for Fajitas Gourmet located at 125 S. Maine Street.

**DISCUSSION:** Valeria Carreto-Zapata, General Manager of Fajitas Gourmet has made application for a drinking establishment (on-premise) liquor license and a retail establishment (off-premise) liquor license manager change for Fajitas Gourmet to be located at 125 S. Maine Street. A drinking establishment liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption upon the premises only. A retail liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption off of the premises only.

The application has been reviewed by Captain John Riley, Chief of Staff Robert Erickson, City Attorney Trent deBraga, City Engineer Derek Zimney, and Deputy City Clerk Elsie Lee and has been recommended for approval

**FISCAL IMPACT:** Annual drinking establishment and retail establishment liquor license fee revenue.

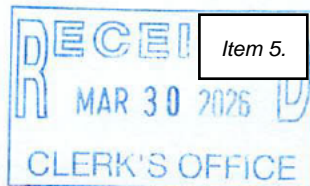
**FUNDING SOURCE:** N/A.

**PREPARED BY:** Elsie Lee, Deputy City Clerk



# CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406  
 Phone: (775) 423-5104  
 Fax: (775) 423-8874



## LIQUOR LICENSE APPLICATION

Application Type:  New  Owner Change  Manager Change  Location Change

Applicant Name: Carreto-Zapata Valeria V Application Date: 03/30/2026  
Last First MI

Title: General Manager Phone: (702) 908-9325

Date of Birth: [REDACTED] Driver's License Number: [REDACTED]  
 State: [REDACTED]

List all addresses in which you have resided at for the past five (5) years.

Begin/End	Physical Address	City	State	Zip
06/2025 - Present	406 Sherman Street	Fallon	NV	89406
01/2018-06/2025	5035 E Russell Road Apt 2023	Las Vegas	NV	89122

Business Entity Type:  Sole Proprietor  Partnership  Limited Liability Company  DBA  
 Corporation  Association  Other: \_\_\_\_\_

Business Name: Fajitas Gourmet

Business Owner(s):

Name	Address	Title
Ismael Avila-Diaz	406 Sherman St. Fallon, NV 89406	Owner
Javier Serrano-Gonzalez	406 Sherman St. Fallon, NV 89406	Owner

Business Address: 125 S. Maine St. Fallon, NV 89406  
City State Zip

Provide a brief description of the portion to be occupied by the establishment for which the license is sought: (Attach drawing of layout)  
Full service restaurant with table service of beer, wine, & mixed drinks.

Is the premises to be licensed leased by the applicant?  Yes  No

Name of the owner of the premises: Julio Canjura & Martha Canjura

Name of the owner's authorized agent, if any: \_\_\_\_\_

What type of license for which the application is made:  Retail (Off Premises)  Drinking Establishment (On Premises)

Have you owned or managed any other business?  Yes  No



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If Yes, list the business(es) you have owned or managed.

Begin/End	Name	Address	City	State	Zip
10/17-01/21	ResortCom	6850 Bermuda Road	Las Vegas	NV	89119

Have you ever been issued a business or a liquor license?  Yes  No

If Yes, when? \_\_\_\_\_ What Agency? \_\_\_\_\_

Have you ever had a business or liquor license revoked?  Yes  No

If Yes, when? \_\_\_\_\_ What Agency? \_\_\_\_\_

Have you ever been denied a business or liquor license?  Yes  No

If Yes, when? \_\_\_\_\_ What Agency? \_\_\_\_\_

Have you received any specialized training for serving alcoholic beverages?  Yes  No

If Yes, explain: Shenffs Card Las Vegas non-gaming #8916001 / Team of NV 2022 #0E2022 0355291

Have you ever been arrested?  Yes  No BA Pending: Fallons Gourmet, Michos Tacos, & Ventano

If Yes, provide the following information:

Date	Charge	Arresting Agency	Disposition

List five (5) references not related to you with daytime phone numbers:

Name	Phone	Relationship
Irma Varela	[REDACTED]	Friend
Adriana Diaz	[REDACTED]	Friend
Jose Luis Campo	[REDACTED]	Friend
Sandra Rentas	[REDACTED]	Friend
Ismael Avila-Diaz	[REDACTED]	Friend

I declare under penalty of perjury that the foregoing is true and correct:

- That I have received and read a copy of Chapter 5.08 of the Fallon Municipal Code – Alcoholic Beverage Sales;
- That upon approval of a Liquor License, I will conduct the business and business establishment in accordance with the provisions of the laws of the State of Nevada, the United States, and the ordinances of the City of Fallon applicable to the conduct of business; and
- That the above information is true and correct to the best of my knowledge and belief and that such declaration is made with the full knowledge that any failure to disclose, misstatement, or other attempt to mislead may be considered sufficient cause for denial of a business license.

  
\_\_\_\_\_  
Applicant's Signature



# CITY OF FALLON CLERK'S OFFICE


55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

## AUTHORIZATION AND RELEASE

I, Valencia Carreto-Zapota, authorize the Fallon Police Department to perform a background check and to release the results of said investigation, which may include information of a confidential or privileged nature, to the City Council in public documents and/or discussion at a public meeting.

  
\_\_\_\_\_  
Applicant's Signature

OFFICIAL USE ONLY:		
Account No.	License No.	Payment Received By:

# Liquor License Application Interview Supplement

**APPLICANT:** Valeria Carreto-Zapata

**DATE** 04/03/2026

**BUSINESS NAME:** Fajitas Gourmet, 125 South Maine Street, Fallon, NV 89406

I (will/will not) be the on-site supervisor.

If not, the on-site supervisor will be N/A

I understand that if the on-site supervisor changes, I am responsible for notifying the City Clerk's Office. Initials VC

I acknowledge that as the license holder, I am personally responsible for what is sold at the store/location. Initials VC

I further acknowledge that as the license holder, I am responsible for alcohol sales from the business and may be held personally responsible for alcohol sales that violate any law or ordinance. Initials VC

I have received, read and understand the Liquor and Business License requirements within the Fallon Municipal Code and agree to abide by those requirements. Initials VC

Witness: Daniel Babiarz, Chief of Police

# FALLON POLICE DEPARTMENT

55 West Williams Avenue  
Fallon, Nevada 89406-2941  
775-423-2111  
Fax: 423-6527

Daniel Babiarz  
Chief of Police

April 03, 2026

This letter certifies that Valeria Carreto-Zapata, Fajitas Gourmet, located at 125 South Maine Street, Fallon, NV 89406, has completed and passed her background check for a liquor license.

Additionally, I have met with the applicant regarding components of the Fallon Municipal Code concerning alcoholic beverage sales, as well as her responsibilities as the holder of the liquor license.

Furthermore, there is a supplemental form that specifically addresses the operation of the business, including identifying the on-site manager, and acknowledgments from the applicant indicating understanding that she may be held personally responsible for improper business practices.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DB Babiarz', with a stylized flourish extending to the right.

Daniel Babiarz  
Chief of Police



# CITY OF FALLON CLERK'S OFFICE

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## Privilege License Supplemental Approval Form

Application Date: 3/30/26  
Applicant: Valeria Carreto-Zapata  
Business: Fajitas Gourmet  
License Type: Liquor License

Application Type:  New  Owner Change  Name Change  Manager Change  Location Change

OFFICIAL USE ONLY			
City of Fallon	Approve	Approve with Conditions	Disapprove
Chief of Police	<u>[Signature]</u>	_____	_____
Chief of Staff	<u>[Signature]</u>	_____	_____
Engineering/Building Department	<u>[Signature]</u>	_____	_____
Attorney's Office	<u>[Signature]</u>	_____	_____
City Clerk's Office	<u>[Signature]</u>	_____	_____
Fallon/Churchill Fire Dept	<u>[Signature]</u>	_____	_____
Conditions required for approval: _____			
Committee recommendation for application: <u>Approved</u> <u>Approved with Conditions</u> <u>Disapproved</u>			

OFFICIAL USE ONLY:		
Account No.	License No.	Payment Received By:



# CITY OF FALLON

## REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: April 29, 2026  
 AGENDA DATE: May 5, 2026  
 TO: The Honorable City Council  
 FROM: Derek Zimney, City Engineer  
 AGENDA ITEM TITLE: Consideration and possible approval of an agreement for Professional Services with J-U-B Engineers, Inc. for miscellaneous engineering and planning services for the Fallon Municipal Airport. **(For possible action)**

**TYPE OF ACTION REQUESTED:**

- Resolution
- Ordinance
- Formal Action/Motion
- Other – Discussion Only

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

**DISCUSSION:** The City has utilized the services of J-U-B Engineers, Inc. for the past 5 years for general airport consulting and planning. J-U-B has also provided engineering design, bidding assistance, and construction management services for the City’s Airport Capital Improvement Projects during that period of time. Federal law and FAA regulations require the City to utilize a qualifications based consultant selection process in order to select an airport consultant and allows an agreement term with the selected consultant of up to 5 years. In February 2026, Mayor Tedford appointed a Consultant Selection Board consisting of City Clerk Treasurer Michael O’Neill, Public Works Director Brian Byrd, and City Engineer Derek Zimney. The Board developed the attached Request for Statement of Interest and Qualifications for Airport Planning, Engineering and Consulting Services for the Fallon Municipal Airport. The request was advertised in the Lahontan Valley News and Fallon Post. The City received 3 responses (Lochner EGIS Group, Eastern Sierra Engineering, and J-U-B Engineers Inc.) which were evaluated and ranked by the Board. The Board ultimately selected J-U-B Engineers, Inc. as the best and most qualified consultant. J-U-B has provided the attached agreement for professional services. City staff believes that J-U-B Engineers, Inc. has the knowledge, expertise and the ability to meet all of the City’s needs at the airport and that J-U-B’s proposed fees are fair and competitive.

**FISCAL IMPACT:** To be determined based on the number of tasks assigned  
**FUNDING SOURCE:** AIRPORT FUND  
**PREPARED BY:** Derek Zimney, City Engineer



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

Item 6.

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

This Agreement entered into and effective this \_\_\_\_\_ day of May 2026, between THE CITY OF FALLON, NEVADA, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

### WITNESSETH:

WHEREAS the CLIENT intends to: Enter into a Master Engineerign Agreement with J-U-B to provide miscellaeous Airport Planning, Engineering and Consulting Services for the City of Fallon hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

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

### CLIENT INFORMATION AND RESPONSIBILITIES

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

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

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

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

### PROJECT REPRESENTATIVES

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

#### For the CLIENT:

1.	Name	<u>Derek Zimney, P.E.</u>	Work telephone	<u>775-423-5107</u>
	Address	<u>City Engineer</u>	Home/cell phone	_____
		<u>55 West Williams Avenue</u>	FAX telephone	_____
		<u>Fallon, NV 89406</u>	E-mail address	<u>dzimney@fallonnevada.gov</u>

#### For J-U-B:

1.	Name	<u>Mike Wilhelm, P.E.</u>	Work telephone	<u>775-852-1440</u>
	Address	<u>5190 Neil Road</u>	Cell phone	_____
		<u>Suite 500</u>	FAX telephone	_____
		<u>Reno, NV 89502</u>	E-mail address	<u>mwilhelm@jub.com</u>

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

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

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

**SCHEDULE OF SERVICES TO BE PERFORMED**

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

**BASIS OF FEE**

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


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

File Folder Title: \_\_\_\_\_  
Remarks: \_\_\_\_\_

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

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

**CLIENT:**  
**City of Fallon, Nevada**  
\_\_\_\_\_  
NAME  
**55 West Williams Avenue**  
\_\_\_\_\_  
STREET  
**Fallon, NV 89406**  
\_\_\_\_\_  
CITY / STATE / ZIP CODE  
  
\_\_\_\_\_  
BY (Signature)  
**Ken Tedford, Mayor**  
\_\_\_\_\_  
NAME / TITLE  
  
\_\_\_\_\_  
BY (Signature)  
  
\_\_\_\_\_  
ADDITIONAL NAME / TITLE

**J-U-B ENGINEERS, Inc.:**  
**5190 Neil Road, Suite 500**  
\_\_\_\_\_  
STREET  
**Reno, NV 89502**  
\_\_\_\_\_  
CITY / STATE / ZIP CODE  
  
\_\_\_\_\_  
BY (Signature)  
**Toby Epler, P.E., Vice President/Aviation Svcs Group Leader**  
\_\_\_\_\_  
NAME / TITLE  
  
*Applicable Attachments or Exhibits to this Agreement are indicated as marked.*

- Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- Attachment 2** – Special Provisions
- Standard Exhibit A** – Construction Phase Services

REV: 4/23

**DISTRIBUTION: Accounting; Project File; CLIENT**

## **GENERAL**

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

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

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

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

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

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

## **REUSE OF DOCUMENTS**

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

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

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

## **CONSTRUCTION PHASE SERVICES**

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

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

## **OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION**

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

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

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

## **TIMES OF PAYMENTS**

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

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

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

## **TERMINATION**

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

#### **RISK ALLOCATION**

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

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

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

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

#### **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

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

#### **RIGHT OF ENTRY**

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

#### **MEDIATION BEFORE LITIGATION**

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

of a lien arising out of J-U-B's Services, J-U-B or its subconsultant shall proceed in accordance with applicable law to comply with the applicable law and filing deadlines prior to submission of the matter by mediation. Item 6.

#### **LIMITATION PERIODS**

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

#### **LEGAL FEES**

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

#### **SURVIVAL**

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

#### **EXTENT OF AGREEMENT**

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

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

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

#### **SUCCESSORS AND ASSIGNS**

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

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

#### **CONTROLLING LAW, JURISDICTION, AND VENUE**

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

#### **CYBER INSURANCE**

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



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

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

**PROJECT NAME:** Master Engineering Services Agreement

**CLIENT:** City of Fallon, Nevada

**J-U-B PROJECT NUMBER:** XX-XX-XXX

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

**ATTACHMENT TO:**

**AGREEMENT DATED:** May \_\_\_\_, 2026; or

**AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

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

**PART 1 - PROJECT UNDERSTANDING**

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

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

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

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

**PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES**

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

J-U-B will provide Airport Planning, Engineering and Consulting Services for a period of five (5) years commencing on the date of the signed Master Agreement. Task Orders or Professional Services Agreements entered into within this five (5) year period shall remain in place following the expiration of this Master Agreement term until all services scoped by said Task Orders and Professional Services Agreements are complete.

**PART 4 - CERTIFICATIONS AND DELIVERABLES**

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, document editing, etc., along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

- C. J-U-B and CLIENT shall have no responsibility or liability for site safety or traffic/pedestrian safety on or around the construction site. All obligations relating to safety compliance, hazard identification, traffic/pedestrian control, and risk management remain solely with the Contractor. The CLIENT shall require that the Contractor indemnify, defend, and hold harmless J-U-B and CLIENT from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to site or traffic/pedestrian safety, including, but not limited to, accidents, injuries, or regulatory violations.

**Exhibit(s):**

- Standard Exhibit A: Construction Phase Services
- 

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Nevada

TYPE OF WORK: City

R&D: No

DISCIPLINE: Airport

PROJECT DESCRIPTION(S):

1. Airport (A05)
2. Construction Inspection/Observation (T02)



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

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

- Yes
- No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

- Yes
- No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

- Yes
- No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- Yes
- No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

- Yes
- No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

- Yes
- No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

- Yes
- No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

- Yes
- No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes  
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes  
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes  
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes  
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes  
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes  
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

*Post-Construction Phase*

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes    1.    *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.  
 No
- Yes    2.    *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.  
 No
- Yes    3.    *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.  
 No
- Yes    4.    *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.  
 No
- Yes    5.    *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.  
 No
- Yes    6.    *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.  
 No
- Yes    7.    *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.  
 No
- Yes    8.    *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.  
 No
- Yes    9.    *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.  
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. **General.** RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. **Schedules.** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
  - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
  - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
  - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
8. Authorize CLIENT to occupy the Work in whole or in part.

## CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

# Aviation Services Group Rate Table

As of July 1, 2025\*

Confidential

Job Description	*Fully Loaded 15% Profit	Loaded Minus Profit
Principal	\$300	\$261
Senior Engineer	\$275	\$239
Project Manager	\$230	\$200
Project Engineer	\$184	\$160
Project Designer (EIT)	\$144	\$125
Planner- Senior	\$220	\$191
Planner	\$156	\$136
Planning Technician	\$117	\$102
CAD Designer- Senior	\$176	\$153
CAD Technician	\$139	\$121
Administrative	\$91	\$79
Construction Observer	\$137	\$119
Construction Observer- Senior	\$180	\$157
Construction Manager	\$202	\$176
Senior Construction Manager	\$229	\$199
Environmental Scientist	\$156	\$136
Environmental Specialist- Senior	\$226	\$197
GIS Analyst	\$134	\$117
GIS Analyst Senior	\$195	\$170
Professional Land Surveyor-Senior	\$224	\$195
2-Person Survey Crew (Design)	\$280	\$243
2-Person Survey Crew (**Construction)	\$308	\$268

\*Fully Loaded to be used for non-FAA Projects

\*\*Increase to address Davis Bacon Wage Rates

Fringe Benefits:	64.08%
General:	<u>117.52%</u>
2025 JUB Overhead Rate (FAR)	181.60%

***\*Hourly rates are subject to annual adjustments on July 1 of each year.***

## CITY OF FALLON, NEVADA

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

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

- Reconstruct Taxiways and Entrance Road
- Construction of new FBO Building
- Rehabilitate Runway, Taxiways and Aprons
- Replace PAPI's with LED, replace Windcone and Segmented Circle
- Acquire Bi-directional Tractor with Snowblower and Broom Attachment and Construct Snow Removal Equipment Storage Building
- Assistance with construction of a new FBO
- Environmental Assessment for Land Acquisition
- Land Acquisitions

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

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

1. Understanding of the tasks to be performed.
2. Qualifications of the project manager and other senior personnel to be assigned to the airport projects.
3. Capability to perform all or most aspects of the airport projects and recent experience in airport projects comparable to the proposed tasks.
4. Current workload and demonstrated ability to meet schedules and deadlines.
5. Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.
6. Ability to furnish qualified inspectors for construction inspection if applicable.
7. Familiarity with and proximity to the airport. Indicate the office location where work will be performed. Also describe the ability to attend meetings in a timely manner and/or on short notice.

- 8. Experience with airport construction projects over the past three years, including award amount, engineer’s estimate, cost of construction, and initial and final construction period.
- 9. Description of the process used for design and construction projects by the consultant.
- 10. A description of other services provided by the consultant to assist the airport in fulfilling the FAA grant assurances.
- 11. References.

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

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

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

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

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

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

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

Five copies of the Statement of Interest and Qualifications and a digital copy should be submitted to the City of Fallon no later than **5:00 p.m., Wednesday February 25, 2026.**

## CITY OF FALLON, NEVADA

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

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# THE FALLON POST

Item 6.



Legal Notice Account  
Nicole Dooley  
55 W. Williams Ave.  
Fallon, NV 89046

Rachel Dahl says:  
That she is the legal clerk of  
*The Fallon Post*, a newspaper published  
Friday in Fallon, in the State of Nevada

Copy Line:  
REQUEST FOR QUALIFICATIONS  
FOR AIRPORT PLANNING

Ad #6426  
of which a copy is hereto attached, was  
published in said newspaper for the full  
required period of TWO times,  
beginning on February 6 & 13, 2026,  
inclusively.

A handwritten signature in red ink, appearing to read "Ra", is positioned above the signature line.

Signed: \_\_\_\_\_  
Date: Feb. 13, 2026, State of Nevada,  
Fallon

This is an original electronic affidavit.  
Price: \$779.26

## CITY OF FALLON, NEVADA

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

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February 6, and 13, 2026  
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