



AGENDA

CITY COUNCIL MEETING

55 West Williams Avenue Fallon, NV
February 17, 2026 at 9:00 AM

The Honorable City Council will meet in a regularly scheduled meeting on February 17, 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. Consideration and possible approval of Council Meeting Minutes January 20, 2026 and February 3, 2026. **(For possible action)**
5. Approval of Warrants **(For possible action)**
 - A) Accounts Payable
 - B) Payroll
 - C) Customer Deposit
6. Consideration of application by David Barkley for a cabaret license for Overland Hotel & Saloon to be located at 125 East Center Street. **(For possible action)**

- 7.** Consideration and possible approval of a Merger and Resubdivision Parcel Map for Scott and Susanna Payne to combine Churchill County Assessor's Parcel Numbers 001-641-17 and 001-641-30, commonly known as 680 and 690 East Front Street Fallon, NV, into a single parcel. **(For possible action)**
- 8.** Consideration and possible approval of a professional services contract with J-U-B Engineers, Inc. for design, permitting and bidding services for the Auction Road Rehabilitation Project in an amount not-to-exceed Four Hundred Fifty-Two Thousand Nine Hundred and Fifty-Four Dollars (\$452,954), of which the Nevada Department of Transportation share would be 95% or Four Hundred Thirty Thousand Three Hundred Six Dollars and Thirty Cents (\$430,306.30) and the City's share would be 5% or Twenty-Two Thousand Six Hundred Forty-Seven Dollars and Seventy Cents (\$22,647.70). **(For possible action)**
- 9.** Consideration and possible action to approve a construction contract with Summit Line Construction of Reno, Nevada in order to complete the US-50/Sherman Street Signalization Project, PWP-CH-2025-486, in the amount of Nine Hundred Thirty-Two Thousand Seven Hundred Thirty-Seven Dollars (\$932,737), of which the City's share would be 5% or Forty-Six Thousand Six Hundred Thirty-Six Dollars and Eighty-Five Cents (\$46,636.85). **(For possible action)**
- 10.** Consideration and possible action to approve the Purchase and Sale Agreement and Escrow Instructions for the City's purchase of Churchill County Assessor's Parcel Number 001-011-02, commonly referred to as 515/525 N. Maine Street, Fallon, NV, consisting of approximately .78 acres, from Valley Investment Solutions, LLC, a Nevada limited liability company, in the amount of two hundred fifty thousand dollars (\$250,000). **(For possible action)**
- 11. Public Comments (For discussion only)**
- 12. Council and Staff Reports (For discussion only)**

This agenda has been posted on or before 9:00 a.m. on February 11, 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.

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
January 20, 2026**

The Honorable City Council met at a regular meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Attorney Trent deBraga
Deputy City Attorney Jaren Stanton
Deputy City Attorney Sean Rowe
City Clerk Treasurer Michael O'Neill
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Chief Daniel Babiarz
Captain John Riley
Captain Jose Perez
City Engineer Derek Zimney
Director of Tourism Jane Moon

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Mayor Tedford stated that Councilwoman Kent would be absent for the meeting.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be 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.

No comments were noted.

Consideration and possible approval of Council Meeting Minutes for September 16, 2025, September 25, 2025, and October 7, 2025.

Councilman Harmon motioned to approve the Council Meeting Minutes for September 16, 2025, September 25, 2025, and October 7, 2025, with no corrections or additions; seconded by Councilwoman Frost and approved with a 2-0 vote by the Council.

Approval of Warrants

- A) Accounts Payable
- B) Payroll
- C) Customer Deposit

Councilwoman Frost motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilman Harmon and approved with a 2-0 vote by the Council.

Consideration of an application by Brisa Somal Garcia for a drinking establishment (on premises) liquor license manager change for Anchor LLC dba Boozy Lion Bar and Grill to be located at 30 East Center Street.

City Clerk Treasurer Michael O'Neill stated Brisa Somal Garcia, owner of Anchor LLC dba Boozy Lion Bar and Grill has made an application for a drinking establishment liquor license manager change for Anchor LLC dba Boozy Lion Bar and Grill to be located at 30 East Center 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. The application has been reviewed by Police Chief Daniel Babiarz, 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.

Mayor Tedford inquired whether there were any comments or questions from the Council or public.

Councilman Harmon inquired if this was a manager change for the business.

City Clerk Treasurer Michael O'Neill stated that he was correct. One of the owner's was the original manager on site, and it is being transferred to Brisa. This is just a manager change.

Mayor Tedford inquired whether there were any further comments or questions from the Council or public.

No further comments were noted.

Councilman Harmon motioned to approve the application by Brisa Somal Garcia for a drinking establishment (on premises) liquor license manager change for Anchor LLC dba Boozy Lion Bar and Grill to be located at 30 East Center Street; seconded by Councilwoman Frost and approved with a 2-0 vote by the Council.

Consideration of application by Brisa Somal Garcia for a cabaret license manager change for Anchor LLC dba Boozy Lion Bar and Grill to be located at 30 East Center Street.

City Clerk Treasurer Michael O'Neill stated Brisa Somal Garcia, owner of Anchor LLC dba Boozy Lion Bar and Grill has made an application for a cabaret license manager change for

Anchor LLC dba Boozy Lion Bar and Grill to be located at 30 East Center Street. A cabaret license is a privileged license that allows the licensee to provide live entertainment or dancing at the establishment. The application has been reviewed by Police Chief Daniel Babiarz, Chief of Staff Robert Erickson, City Attorney Trent deBraga, Public Works Director Brian Byrd, and Deputy City Clerk Elsie Lee and has been recommended for approval.

Mayor Tedford inquired whether there were any comments or questions from the Council or public.

Councilwoman Frost inquired on the DJ area on the map. I was thinking that the DJ/karaoke/dance area was in the back, when we approved this. I could be totally wrong, and not sure if that is correct.

Brisa Somal Garcia greeted the Council. As you enter, to the right, we have an empty area right there, where he sets up. It is basically an open area, but it has been the same.

Mayor Tedford inquired whether there were any further comments or questions from the Council or public.

No further comments were noted.

Councilman Harmon motioned to approve the application by Brisa Somal Garcia for a cabaret license manager change for Anchor LLC dba Boozy Lion Bar and Grill to be located at 30 East Center Street; seconded by Councilwoman Frost and approved with a 2-0 vote by the Council.

Consideration and possible action to approve an agreement with Play & Park Structures of Nevada and Utah in order to purchase and install new playground equipment at Laura Mills Park in the amount of Five Hundred Seventeen Thousand Six Hundred One Dollars and One Cent (\$517,601.01).

Public Works Director Brian Byrd stated the Laura Mills Park playground has reached its useful life expectancy and is in need of immediate replacement. The proposed plan will allow for the removal of the existing equipment and the installation of new equipment as described in the attached documents. The new facilities will include shade covers, surfacing, borders and engineered wood fiber for fall protection. The proposed location follows the eastern radius of the interior walking path and has an expanded footprint. The new playground will be ADA accessible of a have two zones for age specific play. The City utilized Omnia Partners to competitively bid and secure pricing for the proposed contract. Omnia Partners is the largest cooperative purchasing organization for the U.S. public sector and offers pre-negotiated, competitively bid contracts that comply with all Nevada Revised Statutes related to purchasing. This is a multi-phase project approach that we are taking to the rehabilitation of Laura Mills. We started with the exercise pad on the north end of the circle. Kind of included in Phase I is the new playground equipment and the interior and exterior walking paths. In the next couple of months, we will be bringing a proposal to the Council that will include the existing walking paths being replaced with concrete walking paths, and some of the infrastructure being put in the ground that will allow us to rehabilitate that lawn in the center portion.

Councilwoman Frost inquired on whether the current playground structures were on the east side of the park.

Public Works Director Brian Byrd stated that she was correct.

Councilwoman Frost inquired on the blue areas on the diagram being for the larger playground equipment.

Public Works Director Brian Byrd stated that she was correct. We are going to try and lay it out, so the structure follows the radius of the walking path itself. So, it is clean esthetically

but also allows it to flow seamlessly.

Mayor Tedford inquired about the different color sections.

Public Works Director stated the yellow section will be our shade structures with BBQ's and picnic tables. This will allow folks to be able to sit and relax while their children utilize the park. The dark blue section is the 5–12-year-old area. These are the taller structures. The light blue section is the 2–5-year-old area. This is a little smaller of an area. The green area, in between, will be Sod and real grass that is placed in there once we get the sprinklers tuned up. The 2 circles that are not colored or shaded exist. They have swings and some older playground equipment that is functional and safe. We are going to rehabilitate those areas as well.

Mayor Tedford inquired about the tan area in the northeast portion of the diagram.

Public Works Director Brian Byrd stated that in between this area and the 2-5-year-old play area, there are plans in the overall masterplan for Laura Mills to incorporate a larger shade/pavilion type of structure and a corn hole area. They will be able to set up 10 sets of corn hole boards and have tournaments. That is included more in this current phase.

Councilwoman Frost inquired if we have done work with this company before. It looks like they do a lot of work similar to this, all over the country as well.

Public Works Director Brian Byrd stated that we are starting to rehabilitate our existing playground equipment with this vendor. Erik has been working really closely with this company. We need to thank him. He has been collaborating a lot of this work between Lumos & Associates, the Public Works Department, and the playground suppliers. I have worked with them previously, in a past life, and they do a great job with their play and park. They do a really nice job, and it is a turn-key operation. I think, when it comes to playgrounds, generally, and liability, it is nice to have someone, like this, that has that expertise, insurance, coverage, and is properly licensed and installed. I have worked with them in the past and we have done small work with them at the City, but this will be the largest project that we have done with them, that I am aware of.

Councilwoman Frost stated she is excited about this project. I think it is going to be such a huge improvement to Laura Mills Park. Thank you for your work on getting this done.

Public Works Director Brian Byrd stated that he believes it will be a dramatic change.

Councilman Harmon inquired about the proposed price. Does this include removal, disposal, and installation of all the old and new equipment?

Public Works Director stated the City of Fallon will be removing, storing, and evaluating how that equipment is either surplus or repurposed.

Councilman Harmon asked for an explanation of engineered wood fiber.

Public Works Director Brian Byrd stated engineer word fiber is a fancy term for splinter-less bark. A lot of times if you just order bark wood chips, and you don't have that engineered wood fiber certificate you will have issues with liability insurance, but it also helps with the actual function.

Councilman Harmon inquired on the life expectancy of the engineered wood fiber. Is this something that the City will have to replace every year? Every 5 years? Do we know? There has to be some kind of history if they are using this material.

Public Works Director stated that there is maintenance involved with it. Probably every 3 years you need to get in there, till it up, mix it up, with some piece of equipment and bring in another 4 or 5 inches. It compresses throughout time. It is a little bit better than an actual rubber service because the actual flat ones are only good for 5-10 years. Then, they become really difficult to maintain. Wood chips are easily freshened up. Everywhere is going back to the wood chips and moving away from the rubberized fall protection.

Mayor Tedford inquired if the chips are in the landing area of the slides as well.

Public Works Director Brian Byrd stated that he was correct. Pretty much all the blue areas will be engineered wood fiber with a concrete boundary/border around it.

Councilman Harmon inquired on the pictures included in the packet. Is this exactly what we are getting?

Public Works Director Brian Byrd stated that the exact equipment pictured will be there.

Councilman Harmon inquired about the funding source amount in the packet and asked for an explanation where the money is coming from.

Public Works Director Brian Byrd stated that over the years there has been allocation towards these funds directly to playground improvement. Specifically, Laura Mills and the multi-phase approach that we have. The money is part of the bonded dollars that we have had over the previous years.

City Clerk Treasurer Michael O'Neill stated that was correct.

Mayor Tedford stated that we have 2 bonds.

City Clerk Treasurer Michael O'Neill stated that the bonds were at the end of fiscal year 2024 and 2025 were slated to support this effort.

Mayor Tedford stated that there is an earlier bond also that we haven't drawn on.

City Clerk Treasurer Michael O'Neill stated that bond has been expended.

Councilman Harmon inquired on what the working days will be for this project and estimated time of completion.

Public Works Director Brian Byrd stated that there is a 6-week lead time from the time that they get a signed agreement. They do a good job not wanting to leave it on the ground for very long. I could see it being done by the end of June. That would be a safe time to start talking about doing a ribbon cutting. We are going to try and coordinate the walking paths with this project, at least being completed in a similar timeframe.

Councilwoman Frost inquired on a weed barrier being put down underneath the wood fiber. Controlling the weeds is always a concern.

Public Works Director Brian Byrd stated that we go back-and-forward whether the weed barrier does what we need it to do. A lot of those weeds end up coming in from the sediment that assembles in the wood fiber. The weed barrier doesn't do a ton because it is so deep. Really what we need to do is freshen these areas up more regularly so the sediment doesn't stay established and germination cannot occur. We go back-and-forward on this, even when we do these DG projects, if we put the weed barrier down or not, it just kind of depends. If there is a lot of disturbed soil on the West side of the project, we will use weed barrier because the wind will get that sediment over there a little bit more. We could.

Mayor Tedford inquired if Councilwoman Frost's question was answered.

Councilwoman Frost stated that she is concerned about weeds. I don't like to drive by our parks and see weeds, especially in the playground area.

Public Works Director Brian Byrd stated that we are leaning towards putting weed barrier down underneath this engineered wood fiber. Upon further evaluation, it is definitely something that we are going to do here.

Mayor Tedford stated that this project is part of rehabbing the entire Laura Mills Park, like we did Oats Park, over a few years' time. You will see more and more projects as we continue. The walking paths have been approved and now we have this equipment. You will see other projects, that will be small in nature, as we build towards what is probably going to be over \$4 Million, over several years. Any public comments or questions?

No further comments were noted.

Councilwoman Frost motioned to approve the agreement with Play & Park Structures of Nevada and Utah in order to purchase and install new playground equipment at Laura Mills

Park in the amount of Five Hundred Seventeen Thousand Six Hundred One Dollars and One Cent (\$517,601.01); seconded by Councilman Harmon and approved with a 2-0 vote by the Council.

Public Comments

Mayor Tedford inquired if there were any public comments.
No comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports.
No reports were noted.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:23 a.m.

Mayor Ken Tedford

Attest: _____
Michael O'Neill, City Clerk-Treasurer

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
February 3, 2026**

The Honorable City Council met at a regular meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Attorney Trent deBraga
City Clerk Treasurer Michael O'Neill
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Marco Guerrero
Deputy Public Works Erik Fain
Chief Daniel Babiarz
Captain John Riley
Captain Jose Perez
City Engineer Derek Zimney
Director of Tourism Jane Moon
Emergency Manager Steve Endacott

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be 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.

Geoff Knell of 261 Serpa Place greeted the Council.

- Made comments regarding his timeline and experiences in the military.

No further comments were noted.

Consideration and possible approval of Council Meeting Minutes for October 21, 2025, November 4, 2025, December 2, 2025, December 5, 2025, December 16, 2025, and January 6, 2026.

Councilman Harmon motioned to approve the Council Meeting Minutes for October 21, 2025, November 4, 2025, December 2, 2025, December 5, 2025, December 16, 2025, and January 6, 2026, with no corrections or additions; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Approval of Warrants

- A) Accounts Payable
- B) Payroll
- C) Customer Deposit

Councilwoman Kent motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Public hearing for discussion of possible projects to be funded through the Community Development Block Grant Program, for fiscal year 2026-2027.

City Engineer Derek Zimney stated The City proposes to submit one or more projects to be funded through the Community Development Block Grant Program, for fiscal year 2026-2027. The purpose of this agenda item is to discuss comments received on potential applications and approve and rank applications prior to submittal to the State. Proposed projects and estimated funding are listed below: Miscellaneous Sidewalk Improvements - \$150,000, Serpa Lift Station Rebuild - \$750,000. The CDBG Program is administered by the Department of Housing and Urban Development and is Authorized by Title I of the Housing and Community Development Act. The primary objective of the Community Development Block Grant Program is the development of viable communities by providing decent housing, suitable living environments, and expanding economic opportunities for people with low and moderate income. This Public Hearing is the third and final hearing in the CDBG process. I have attached summaries on the back of this agenda. The Serpa Lift Station as well as the proposed sidewalk to be replaced.

Councilwoman Kent inquired if both projects would be submitted to the CDBG.

City Engineer Derek Zimney stated that is what the Council can discuss today. If we would like to submit one, or both, and rank them. In the past, we have ranked them and the CDBG rated our 2nd one higher in their scoring, and they funded the opposite. They do always ask when they award these, which one your Council rated the highest.

Councilwoman Frost inquired on the amounts we are asking to be funded.

City Engineer Derek Zimney stated that we are asking for a higher amount. I think with the Front Street Project we got about \$750,000. When we did Broadway and Sherman, we got a little over \$800,000. So, it is kind of the upper end. I asked them what their allocation was. She said that they have not received it, but that she is anticipating 2.9 million for this year, is her anticipation. That is Jessica Sanders, who runs the CDBG Program.

Councilman Harmon asked if they are anticipating receiving funds this year.

City Engineer Derek Zimney stated that was also his concern.

Councilman Harmon inquired if it was funded last year.

City Engineer Derek Zimney stated they were unsure. So, I emailed her a couple of days ago and she said that they are anticipating that they will receive funding.

Mayor Tedford stated that this is a good question. They are anticipating getting funded, but I don't know if the Federal Government has funded this yet. So, what we are trying to do is go through the steps as if it is going to be funded. If it isn't funded then no loss, but if it is, we are in line for these projects to be funded.

Councilwoman Kent inquired on CDBG funding more towards infrastructure or public use. Do we know what they are looking for?

City Engineer Derek Zimney stated we don't know. The teams of the RDAs, and the economic developments from the different areas, go after different things depending on the year. You put the best application you can out there and give a good presentation. We have had a lot of success with the sidewalk and street projects, as of lately. Other people had a variety of different projects approved.

Mayor Tedford stated that he believes if we submit both projects the CDBG could always refuse one but approve the other project. So, I don't think we have anything to lose to submit both projects this time.

Councilwoman Frost inquired on the Serpa Lift Station. Is there anticipation for more growth in that area?

City Engineer Derek Zimney agreed. There is a lot of room for development out there. I would say that it is also nearing the end of its useful life. It was constructed in 1988; it has had a good run over there. So, it is one that we have been watching, and anticipating needing to do some work on, in preparation for future development.

Mayor Tedford stated that there is some degradation of that lift station. It was built in the late 80's. There are some problems with it now. It isn't just about future growth; it is kind of a combination of things. Are there any other projects that have been put forward?

City Engineer Derek Zimney stated that he hasn't received any. I also have not received any public comment through my office, on this one that has received eligibility through CDBG.

Mayor Tedford inquired about how Derek would rank these projects.

City Engineer Derek Zimney stated that his recommendation would be to put the higher requested amount first. If they decide it is too much, or they grade the other one higher, usually there is a good chance that we could get the sidewalk project as a consolation. I would ask for Serpa Lift Station first.

Mayor Tedford agreed. This is just for discussion today, and general direction.

Councilwoman Frost stated that she believes it is important to have the Lift Station operating and rebuilt. I think we go for the higher requested project 1st and if we don't get that, maybe we might get the sidewalk project.

Councilman Harmon agreed. I know that he believes the sidewalks need to be replaced but if there are spots that are heaved up by tree roots or something like that, I am sure that we would go in and take care of those immediately. I believe the Lift Station is priority, in my opinion.

Mayor Tedford stated that he believes City Engineer Derek Zimney has some good direction. Are there any public comments?

No further comments were noted.

Fallon Police Department Monthly Report for December 2025.

Chief Daniel Babiarz presented the December monthly report. The report will compare the December 2024 crime, traffic stops, and traffic accident statistics to December 2025. Total calls-for-service this month were 671.

- Crime Summary: 3 total Domestic Battery; 2 Battery.
- Theft Calls: 14 total thefts for various items.
- Arrest Summary: 49 total arrests.
- Moving Citations/Traffic Warnings: 85 traffic stops were made; 19 issued citations.
- Public/Private Property Accidents: 27 total accidents.
- Animal Shelter Services: Total – 113; Churchill County – 75; City – 37; Fallon Paiute Shoshone Tribe – 1.
- Volunteers in Police Services: 107 and ½ contributed hours.
- Various training courses were provided for sworn-in and non-sworn-in officers.
- Police officers participated in several various public relations events.

Mayor Tedford inquired if there were any comments or questions.

Councilwoman Frost stated her appreciation to the Fallon Animal Control and their social media website. They have made changes and it shows that animals are being adopted, so you kind of get an idea of where they have gone and what has happened to those animals. They have really created some fun descriptions of the animals. They are enjoyable to read and are a positive thing for Animal Control and hopefully, it is leading to more adoptions.

No further comments were noted.

Public Comments

Mayor Tedford inquired if there were any public comments.

Geoff Knell of 261 Serpa Place greeted the Council.

- Continued his timeline/experiences in the military.
- Read Scriptures.
- Made comments regarding being a street preacher.
- Made comments regarding an 86 Letter.

Bob Bridges of 735 Carson River Drive greeted the Council.

- Made comments regarding the Police Report given by Chief Babiarz.
- Made comments regarding being comforted that many of the items in the report for December came back as zero reports in many areas, and how comforting it is.
- Compared to the reports from other months that show little to no reports on robberies and homicides.
- Made comments regarding the City looking good.
- Made comments regarding the streets being patrolled appropriately.
- Commended Officers, Chief of Police, Attorneys, and the Courts on the great job they are doing.
- Made comments regarding being thankful for living in Fallon, and it being a safe place to live.

No further comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports.

No reports were noted.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:25 a.m.

Mayor Ken Tedford

Attest:_____
Michael O'Neill, City Clerk-Treasurer

DRAFT



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 9, 2026
 AGENDA DATE: February 17, 2026
 TO: The Honorable City Council
 FROM: Elsie Lee, Deputy City Clerk
 AGENDA ITEM: Consideration of application by David Barkley for a cabaret license for
 TITLE: Overland Hotel & Saloon to be located at 125 East Center 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 and to issue a cabaret license to David Barkley for Overland Hotel & Saloon to be located at 125 East Center Street.

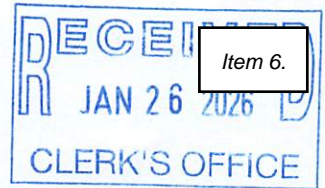
DISCUSSION: David Barkley, owner of Overland Hotel & Saloon has made application for a cabaret license for Overland Hotel & Saloon to be located at 125 East Center Street. A cabaret license is a privileged license that allows the licensee to provide live entertainment or dancing at the establishment.

The application has been reviewed by Police Chief Daniel Babiarz, Chief of Staff Robert Erickson, City Attorney Trent deBraga, City Engineer Derek Zimeny, and Deputy City Clerk Elsie Lee and has been recommended for approval.

FISCAL IMPACT: Annual cabaret 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

CABARET LICENSE APPLICATION

Application Type:	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Owner Change	<input type="checkbox"/> Manager Change	<input type="checkbox"/> Location Change
Application Duration:	<input type="checkbox"/> Annual (Per calendar year - \$400 annual fee)		<input type="checkbox"/> Temporary (Not to exceed 48 hours - \$200 fee)	
Name:	<u>BARKLEY</u>	<u>DAVID</u>	<u>C</u>	Application Date: <u>1-26-26</u>
	Last	First	MI	
Title:	<u>Owner</u>		Phone: <u>775-427-4719</u>	
Business Entity Type:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> DBA
	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Association	<input type="checkbox"/> Other: _____	
Business Name:	<u>Overland Hotel + Saloon</u>			
Business Owner(s): Name	<u>DAVID BARKLEY</u>			Title <u>Owner</u>
	<u>VICTORIA SIMMONS</u>			<u>775 777 5895</u>
				<u>Mngr</u>
Business Location:	<u>125 E Center St</u>		<u>Fallon</u>	<u>Nv</u>
			City	State
				<u>89406</u>
				Zip
Room Description (Attach Floorplan):	<u>Karaoke</u>			
Specific description of live entertainment, attach additional pages if necessary (i.e., DJ, karaoke, live band, etc.):				
<u>Karaoke</u>				

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

1. That no person not named in the application shall be directly or indirectly interested in the business to be conducted under such license;
2. That each and every person designated in this application is of legal age and a citizen or lawful resident of the United States;
3. That the general public shall have access to the premises during all hours in which business is conducted;
4. That the building specifications of said premises are attached hereto and made a part of this application.
5. That I have received and read a copy of Chapter 5.12 of the Fallon Municipal Code – Cabarets and Drinking Establishments;
6. That upon approval of a Cabaret 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
7. 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.

David C. Barkley
Applicant

DRY AREA

SPEAKER

DOOR BACK

SPEAKER

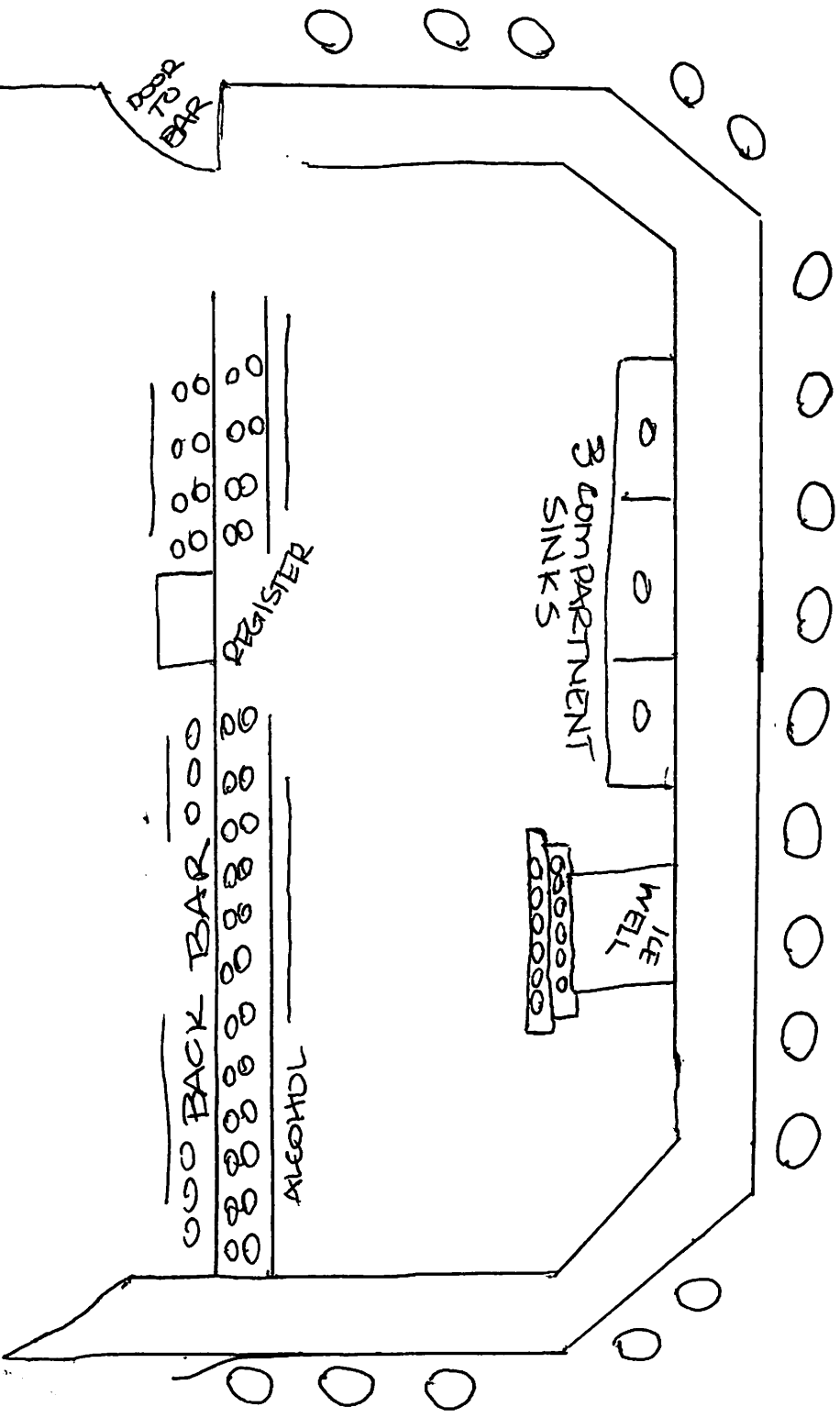
TABLE

TABLE

GAMING MACHINES



FRONT DOOR





CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

Privilege License Supplemental Approval Form

Application Date: 1/26/26

Applicant: David Barkley

Business: Overland Hotel & Saloon

License Type: Cabaret 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>SB</u>		
Chief of Staff	<u>[Signature]</u>		
Engineering/Building Department	<u>DW 77</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: Approved Approved with Conditions Disapproved

OFFICIAL USE ONLY:

Account No.	License No.	Payment Received By:
-------------	-------------	----------------------



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 9, 2026
 AGENDA DATE: February 17, 2026
 TO: The Honorable City Council
 FROM: Derek Zimney, City Engineer
 AGENDA ITEM TITLE: Consideration and possible approval of a Merger and Resubdivision Parcel Map for Scott and Susanna Payne to combine Churchill County Assessor's Parcel Numbers 001-641-17 and 001-641-30, commonly known as 680 and 690 East Front Street Fallon, NV, into a single parcel. **(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 |

POSSIBLE COUNCIL ACTION: Motion to approve a Merger and Resubdivision Parcel Map for Scott and Susanna Payne to combine Churchill County Assessor's Parcel Numbers 001-641-17 and 001-641-30, commonly known as 680 and 690 East Front Street Fallon, NV, into a single parcel.

DISCUSSION: Scott and Susanna Payne, owners of Churchill County Assessor's Parcel Numbers (APN) 001-641-17 and 001-641-30 have made application and submitted a map to combine their two parcels commonly known as 680 and 690 East Front Street into one parcel. This Parcel Map will create a single parcel, consisting of 16,820 square feet. These parcels are located within R-2 zoning and if approved will continue to meet City of Fallon Municipal Code requirements for R-2 zoning. Any development or improvements to these parcels shall be required to meet all applicable City of Fallon standards and requirements.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A.

PREPARED BY: Derek Zimney, City Engineer

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SCOTT C. PAYNE AND SUSANNA D. PAYNE, HUSBAND AND WIFE AS JOINT TENANTS, ARE THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278, AND THAT THE EASEMENTS AS SHOWN FOR ACCESS, UTILITY AND DRAINAGE ARE HEREBY GRANTED.

SCOTT C. PAYNE, OWNER _____ DATE _____

SUSANNA D. PAYNE, OWNER _____ DATE _____

STATE OF NEVADA
COUNTY OF CHURCHILL } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 20__ BY SCOTT C. PAYNE AND SUSANNA D. PAYNE.

NOTARY PUBLIC

UTILITY COMPANY'S CERTIFICATE

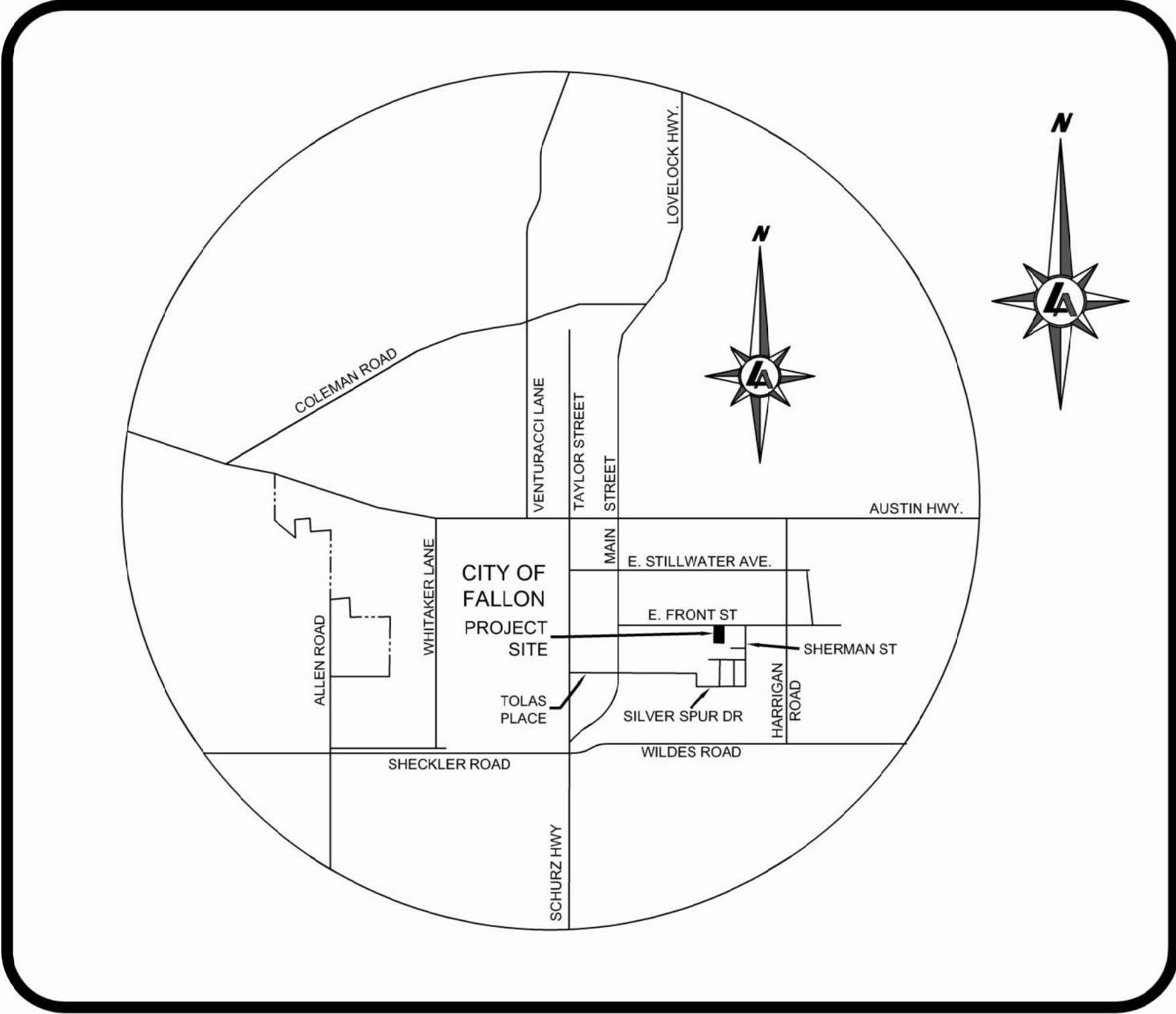
THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED CABLE TV AND PUBLIC UTILITY COMPANIES.

CITY OF FALLON _____ DATE _____
BY: _____
TITLE: _____

SOUTHWEST GAS CORPORATION _____ DATE _____
BY: _____
TITLE: _____

CC COMMUNICATIONS _____ DATE _____
BY: _____
TITLE: _____

CHARTER COMMUNICATIONS _____ DATE _____
BY: _____
TITLE: _____



VICINITY MAP

NOT TO SCALE

CLERK-TREASURER CERTIFICATE

THE UNDERSIGNED, ON BEHALF OF THE CHURCHILL COUNTY CLERK-TREASURER, DOES HEREBY CERTIFY THAT:

- (1) ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID,
- (2) THERE ARE NO LIENS AGAINST ANY OF THE LANDS IN THE LAND DEVELOPMENT FOR UNPAID TAXES OF THE STATE, COUNTY, SPECIAL ASSESSMENT, AND
- (3) THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM DEFERRED TAX STATUS HAS BEEN PAID.

DATE _____ TITLE _____ PRINTED NAME _____ SIGNATURE _____

APN: 001-641-17 & 001-641-30

EASEMENTS FOR UTILITY AND VIDEO SERVICES

10' WIDE ALONG LOT LINES THAT COINCIDE WITH THE EXTERIOR BOUNDARY OF THIS LAND DIVISION, EXCEPT WHERE THE BOUNDARY IS FRONTED BY A ROAD

5' WIDE ALONG INTERIOR LOT LINES, EXCEPT WHERE THE LOT LINE IS FRONTED BY A ROAD

7.5' WIDE MEASURED FROM THE EDGE OF ROAD EASEMENTS OR RIGHTS-OF-WAY

ALL EASEMENTS ARE ESTABLISHED AS INDICATED EXCEPT WHERE SUCH EASEMENT OVERLAYS AN EXISTING PUBLICLY MAINTAINED IRRIGATION OR DRAINAGE EASEMENT. IN SUCH CASE THE APPROPRIATE UTILITY EASEMENT SHALL LIE PARALLEL TO AND CONTIGUOUS WITH THE EXISTING EASEMENT.

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO ENTER AND EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVICING ADJACENT PARCELS.

OWNERS

SCOTT PAYNE AND SUE PAYNE
690 E. FRONT STREET
FALLON, NV 89406

APN: 001-641-17
680 E. FRONT STREET

APN 001-641-30
690 E. FRONT STREET

ZONING: R2 (SINGLE-FAMILY
RESIDENTIAL DISTRICT)

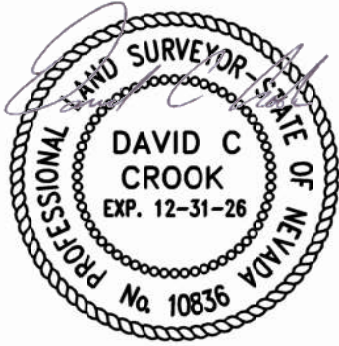
AREA

PARCEL 1: 16,820 ± SQ. FT.

SURVEYOR'S CERTIFICATE

I, DAVID C. CROOK, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AGENT FOR LUMOS AND ASSOCIATES, INC., CERTIFY THAT:

- 1) THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF SCOTT PAYNE
- 2) THE LANDS SURVEYED LIE WITHIN NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, T.19 N., R.29 E., M.D.M., CHURCHILL COUNTY, AND THE SURVEY WAS COMPLETED ON _____, 2026.
- 3) THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- 4) THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



DAVID C. CROOK, P.L.S.
NEVADA CERTIFICATE No. 10836

01/08/2026

ENGINEER'S CERTIFICATE

I, DEREK ZIMNEY, CERTIFY THAT I HAVE EXAMINED THIS MAP CONSISTING OF TWO (2) SHEETS, AND THAT THE PROVISIONS AND ORDINANCES APPLICABLE HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

CITY ENGINEER _____ DATE _____

CITY OF FALLON

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF FALLON, COUNTY OF CHURCHILL, STATE OF NEVADA, THIS __ DAY OF _____, 2025

MAYOR _____ DATE _____

ATTEST: FALLON CITY CLERK _____ DATE _____

FIRE MARSHALL CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS PARCEL MAP AND I AM SATISFIED THAT IT COMPLIES WITH THE CITY OF FALLON FIRE CODE REQUIREMENTS.

FIRE MARSHALL _____ DATE _____

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LUMOS AND ASSOCIATES, INC., ON THIS DAY OF _____, 20____, AT ____ MINUTES PAST ____ O'CLOCK ____M., IN BOOK ____, AT PAGE ____
OF OFFICIAL RECORDS OF CHURCHILL COUNTY, NEVADA.

RECORDING FEE: _____ BY: _____ RECORDER

FILE NUMBER: _____ BY: _____

PARCEL MAP

FOR

SCOTT C. PAYNE AND SUSANNA D. PAYNE

BEING A MERGER AND RESUBDIVISION OF THE PARCELS
DESCRIBED IN DOC NO. 321190 AND DOC. NO. 501137
BEING A PORTION NW 1/4 OF THE SE 1/4 OF SECTION 31, T.19 N., R.29 E., M.D.M.

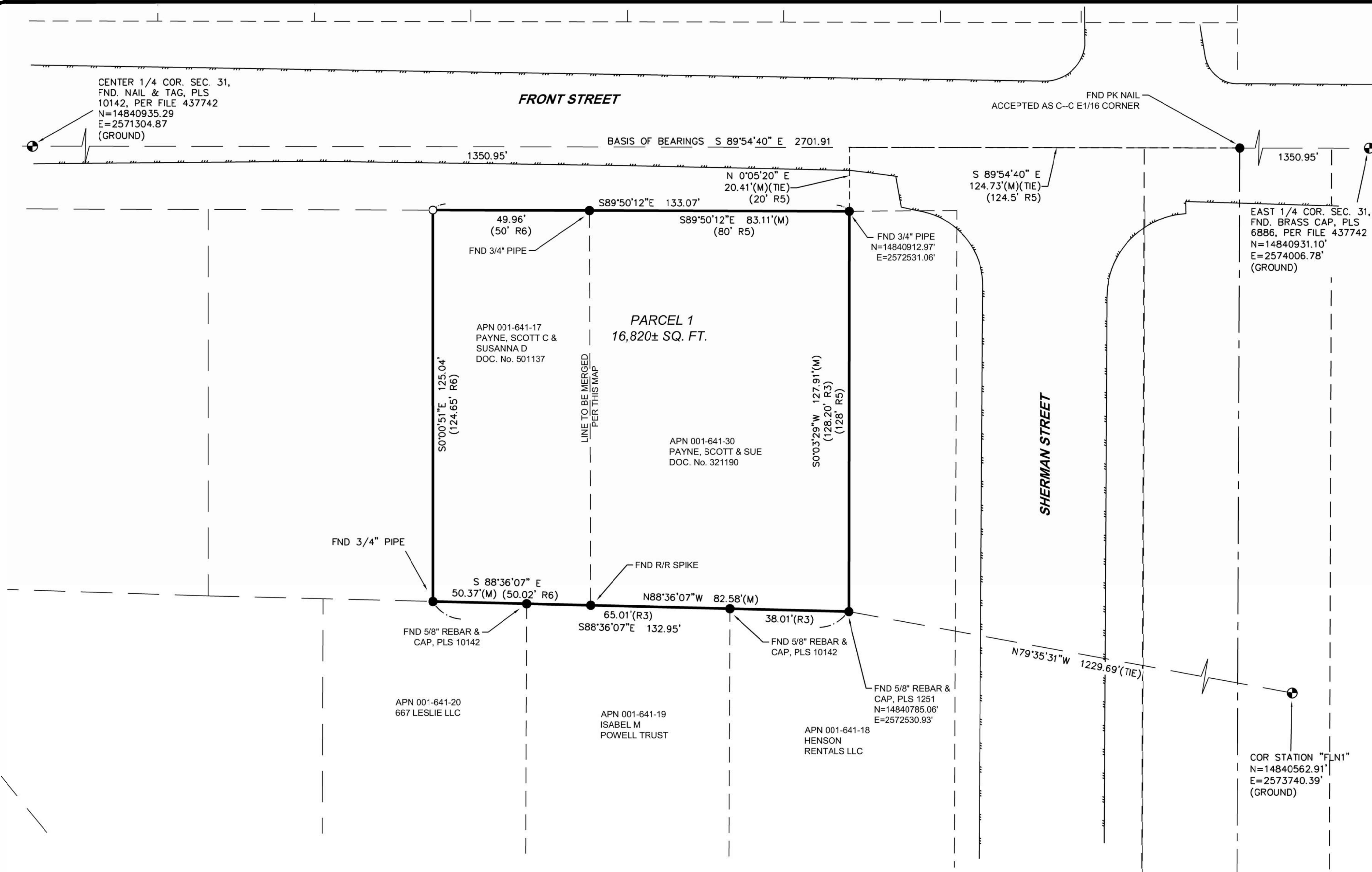
CITY OF FALLON CHURCHILL COUNTY STATE OF NEVADA



275 W. WILLIAMS AVENUE
FALLON, NV 89406
TEL (775) 423-2188
INFO@LUMOSINC.COM

Drawn By : DCC
Sheet : 1 of 2
Job No. : 11370.001
Drawing No.: 11370001REVERSION

Digitally signed
David C. Crook, PLS
DN: cn=David C. Crook, o=Lumos & Associates, ou=Surveyors, email=dcrook@lumosinc.com, c=US
Date: 2026.01.08 08:01:13-08'00'



REFERENCE DOCUMENTS

R1 - MCCLANE ADDITION TO FALLON, NEVADA, FILED MARCH 5, 1907 AS FILE NO. 6617
R2 - ANNEXATION MAP FOR CLYDE D. SMITH, FILED JANUARY 20, 1982 AS FILE NO. 186580.
R3 - RAVEN'S NEST SUBDIVISION, FILED SEPTEMBER 3, 2002 AS FILE NO. 345927.
R4 - RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR ROGER BAYLOCO, FILED JUNE 28, 2019 AS FILE NO. 474435.
R5 - GRANT, BARGAIN AND SALE DEED, DOC. No.321190.
R6 - GRANT, BARGAIN AND SALE DEED, DOC. No.501137.
R7- ANNEXATION MAP, DOC. No. 516522.

THE ABOVE RECORDS ARE FILED IN THE OFFICIAL RECORDS
OF CHURCHILL COUNTY NEVADA

NOTE

1) THE INTENTION OF THIS MAP IS TO MERGE AND RE-SUBDIVIDE THE SUBJECT
PARCEL.

LEGEND

- SET 5/8" REBAR & CAP, PLS 10836
● FOUND MONUMENT - AS DESCRIBED
(M) MEASURED COURSE AND DISTANCE
(R1) RECORD COURSE AND DISTANCE PER REFERENCED DOCUMENT

- SUBJECT PARCEL LINE
- - - PARCEL LINE TO BE REVERTED
= = = EDGE OF PAVEMENT

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE
PLANE COORDINATE SYSTEM, WEST ZONE NAD83(94) BASED
UPON FOUND MONUMENTS ON THE EAST-WEST CENTERLINE
OF SECTION 31, MEASURED AS S 89°54'40" E ON THIS SURVEY.
THE PROJECT COMBINED FACTOR IS 1.0001854204, SCALED
FROM 0.00N .0.00E AND CONVERTED TO U.S. SURVEY FEET.
ALL DIMENSIONS ON THIS MAP ARE GROUND DISTANCES.

OWNERS

SCOTT PAYNE AND SUE PAYNE
690 E. FRONT STREET
FALLON, NV 89406

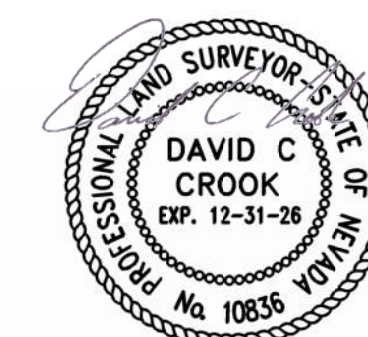
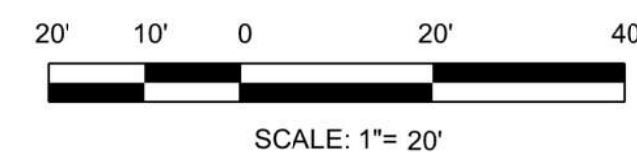
APN: 001-641-17
680 E. FRONT STREET

APN 001-641-30
690 E. FRONT STREET

ZONING: R2 (SINGLE-FAMILY
RESIDENTIAL DISTRICT)

AREA

PARCEL 1: 16,820 ± SQ. FT.



01/08/2026

PARCEL MAP

FOR

SCOTT C. PAYNE AND SUSANNA D. PAYNE

BEING A MERGER AND RESUBDIVISION OF THE PARCELS
DESCRIBED IN DOC NO. 321190 AND DOC. NO. 501137
BEING A PORTION NW 1/4 OF THE SE 1/4 OF SECTION 31, T.19 N., R.29 E., M.D.M.

CITY OF FALLON CHURCHILL COUNTY STATE OF NEVADA

LUMOS
& ASSOCIATES

275 W. WILLIAMS AVENUE
FALLON, NV 89406
TEL (775) 423-2188
INFO@LUMOSINC.COM

Drawn By : DCC
Sheet : 2 of 2
Job No. : 11370.001
Drawing No.: 11370001REVERSION





CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 10, 2026
 AGENDA DATE: February 17, 2026
 TO: The Honorable City Council
 FROM: Brian Byrd, Public Work Director
 AGENDA ITEM TITLE: Consideration and possible approval of a professional services contract with J-U-B Engineers, Inc. for design, permitting and bidding services for the Auction Road Rehabilitation Project in an amount not-to-exceed Four Hundred Fifty-Two Thousand Nine Hundred and Fifty-Four Dollars (\$452,954), of which the Nevada Department of Transportation share would be 95% or Four Hundred Thirty Thousand Three Hundred Six Dollars and Thirty Cents (\$430,306.30) and the City's share would be 5% or Twenty-Two Thousand Six Hundred Forty-Seven Dollars and Seventy Cents (\$22,647.70).
(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 a professional services contract with J-U-B Engineers, Inc. for design, permitting and bidding services for the Auction Road Rehabilitation Project in an amount not-to-exceed Four Hundred Fifty-Two Thousand Nine Hundred and Fifty-Four Dollars (\$452,954), of which the Nevada Department of Transportation share would be 95% or Four Hundred Thirty Thousand Three Hundred Six Dollars and Thirty Cents (\$430,306.30) and the City's share would be 5% or Twenty-Two Thousand Six Hundred Forty-Seven Dollars and Seventy Cents (\$22,647.70). **(For possible action)**

DISCUSSION: The City of Fallon (CITY) was awarded \$3,280,000 through Nevada Department of Transportation's (NDOT) Transportation Alternatives Program. Pursuant to the agreement, the City of Fallon will be responsible for a five percent (5%) match of the Federal Highway Administration funds in an amount not to exceed \$172,632.

The City advertised a Request for Statement of Qualifications on July 3, 2025. Three Statement of Qualifications were received and evaluated by City staff. Of the three SOQs submitted, J-U-B Engineers,

Inc. ranked the highest based on company experience, key personnel, project approach, capacity and past performance.

FISCAL IMPACT: \$22,647.70

FUNDING SOURCE: General Fund

PREPARED BY: Brian Byrd



THE LANGDON GROUP



GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

January 7, 2026

Via email: bbyrd@fallonnevada.gov

Brian Byrd
Public Works Director
City of Fallon
55 W. Williams Avenue
Fallon, NV 89406

**Re: Request for Proposal for Auction Road Rehabilitation Civil Design and Bidding Support,
City of Fallon, Nevada**

Dear Mr. Byrd:

J-U-B ENGINEERS, Inc. (J-U-B) is pleased to submit this Proposal to provide Civil Engineering services for street rehabilitation design, topographical surveying, and bidding support services for the Auction Road Project, located in the City of Fallon bordered by US-50 on both ends including Allen Road and an extension of North Whitaker Lane from US-50 to Auction Road.

The Scope of Services outlined on the following pages is based on the information provided during recent emails and conversations and the understanding of your needs.

Civil and Survey

Task 1: Project Management

\$51,254

During design, J-U-B's project manager and other design staff will be available to meet in person or by video conference call and coordinate with City of Fallon management and staff, utility agencies, and other stakeholders, as needed. J-U-B will be available for coordination regarding the roadway design, survey of existing conditions, potential site constraints/workarounds, files exchange, and other coordination efforts. In addition, this allows J-U-B to manage the projects status, budget, and schedule. J-U-B anticipates monthly, one hour duration Project Manager meetings for a fifteen (15) month period in addition to twelve (12) other non-specific, hour long, but project related meetings.

Task 2: Public and Agency Involvement

\$12,893

J-U-B will develop three (3) exhibits showing the proposed improvements for public dissemination by the City of Fallon. Coordination with NDOT is expected as the project touches NDOT right-of-way in three locations and may require modifications to existing access points especially the existing intersection of Auction Road and US-50. J-U-B anticipates four (4) meetings with NDOT to discuss access changes. NDOT has stated a preference for an Interlocal Cooperative Agreement in lieu of an Encroachment Permit.

Task 3: Project Development

\$180,935

J-U-B will research existing conditions, including utility locations and any potential right-of-way concerns. We will contact utility purveyors and local permitting agencies regarding locations of existing water, telephone, gas, data (fiber and/or communications) and electrical service. AT&T charges \$200 fee for their existing utility information. This fee is included in this task and is assumed to not be provided by the City

of Fallon. J-U-B will also make site visits to investigate any potential shallow utilities that may require special attention during roadway construction activities. Fallon will provide city crews and vac-trucks to assist J-U-B with locating and documenting below ground utilities for potential conflicts. We will also investigate the condition of existing storm drain facilities and discuss with the City of Fallon to determine if any potential replacement and/or upgrades are needed. Auction Road between Allen Road and US-50 does not currently have a storm drain system. The project design will include in-ground infiltration basins of sufficient capacity to handle an on-street 25-year storm event and/or maintain one travel lane in a traversable condition. If a new storm drain system is requested, J-U-B will provide an estimate for those additional services.

Survey

Conduct field surveys and office support to provide topographic design survey of the proposed project area (width at least 20 feet behind the sidewalks or edge of pavement). Include cross-sections at 50+/- foot intervals in sufficient detail to allow for development of a plan and profile set of design drawings. Topographic information will include centerline spot elevations, edge of pavement and striping, curb/gutter, sidewalk, driveways, aprons, flowlines, hinge points, utility poles/anchors, fences, signs, gas and water valves, survey monuments, storm drain and sewer manholes (rim/invert for storm drain only) and storm drain catch basins. In addition, survey limits of this phase will continue 50' beyond curb returns at the intersection of Allen Road and US-50. Locate underground utility carsonite markers (if any). Overlay record property and right-of-way information (County GIS) to include assessor's parcel numbers. Horizontal Datum will be based on Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN). Vertical Datum will be based on NAVD88.

Right-of-Way research for the purposes of Mapping will verify right-of-way widths and ownership will be provided. Should any discrepancies be encountered, J-U-B will notify City of Fallon and develop a mitigation plan. Should right-of-way need to be corrected or set, J-U-B will provide a separate scope and fee for those services.

Environmental

To support NDOT/FHWA NEPA requirements, J-U-B will provide analysis of environmental conditions and impacts from the project. It is anticipated that the following resources will require documentation:

- A. Biological Resources-including noxious weeds, vegetation, wildlife, MBTA. J-U-B will provide site visits and NDOT formatted summary technical memorandum of findings. J-U-B assumes no adverse effect on any state or federally listed species, no Section 7 Consultation with USFWS and no wetland or Waters of the US impacts.
- B. Type 1 Noise Analysis-Because of the inclusion of the Whitaker Lane extension, the project qualifies as a Type 1 project requiring a noise study. J-U-B acknowledges that NDOT intends to attempt to use their screening tool to assist Fallon with this clearance. J-U-B assumes a limited noise analysis will be required for the North Whitaker Extension and will perform this work. Due to the lack of sensitive noise receptors in the area of the Extension, sound abatement is not anticipated.
- C. Hazardous Materials-J-U-B will provide an Initial Site Assessment for hazardous waste. J-U-B assumes no ground sampling and no full Environmental Site Assessment required.

- D. Cultural Resources-Several properties may be eligible to the National Register of Historic Places. J-U-B will team with partner firm Kautz Environmental to provide full Section 106 of the NHPA support in accordance with NDOT guidelines. J-U-B will provide the accompanying 4(f) documentation for cultural resources. J-U-B assumes no adverse effect to any resources and no Individual 4(f).

All other NEPA resources are assumed to have no effect or are not present. They are shown below and will be included in NEPA documents as required to explain their absence to complete NDOT NEPA documentation.

- E. Socioeconomics-J-U-B assumes no Environmental Justice review due to its removal from NEPA consideration by FHWA.
- F. Air Quality-Fallon appears to be outside of federally recognized nonattainment or maintenance areas for all NAAQS regulated pollutants.
- G. Non-Historic Section 4(f)-There are no properties within the project footprint that qualify for protection under Section 4(f) of the DOT Act.
- H. Section 6(f)- There are no properties within the project footprint that qualify for protections under or funded with Section 6(f) of the Land and Water Conservation Act.

Prime Farmland-No NRCS Prime Farmland is identified within the project footprint.

Geotechnical

Our scope of services includes:

- Subsurface exploration utilizing vertical test borings;
- Pavement investigation including asphalt cores;
- Laboratory testing to assess the index properties of the underlying base and subgrade;
- Percolation tests for in-ground storm drain system, and
- Engineering analyses to allow formulation of recommendations for design and construction of this project.

Traffic Counts

To satisfy the Noise Analysis requirements, J-U-B will collect current traffic counts at five (5) locations. Counts will include vehicular traffic, pedestrians, bicyclists, and truck traffic. A standard growth factor will be used to project future traffic volumes. J-U-B will work with NDOT to model future traffic noise for analysis of a soundwall. J-U-B does not anticipate the necessity of a soundwall. As such, design of a soundwall is not included in this scope.

Task 4: Preliminary Design

\$130,096

J-U-B will develop preliminary 30%, 60%, and 90% plans in conformance with City of Fallon and Orange Book requirements, the plans will show the general intent and pavement rehabilitation improvements based on recommendations, replacement of curb and gutter and sidewalk, driveways, pedestrian access ramps, roadway striping, sewer main replacement, and minor storm drain improvements, as needed (catch basin and/or lateral replacement/adjustments). It is assumed that major utility relocations or improvements, if needed or requested as part of this project, will be provided by others or under a separate contract (water, gas, communications, electrical, storm drain manholes and/or mainlines).

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

The plan package will consist of the following:

- A. Cover and General Notes Sheets with Vicinity Map, Sheet Index, Plan Specifications (General) and Fernley specifications (as-needed), Legend, and Abbreviations
- B. Plan and Profile Sheets
Sheets showing the horizontal and vertical characteristics for the project. The plan views will show existing surface features and existing utilities as depicted in the topographic survey. The plan will show any needed grading modifications, street restoration limits, striping, concrete restoration and minor storm drain improvements (catch basins and/or lateral replacements or adjustments) based on the limits of removal and replacement. If potential conflicts arise, or "vulnerable" utilities are within excavation limits (eg. aging transite water mains), offsets, relocations, or replacements will be shown or called-out for further design recommendations and/or coordinated with the owner agency (AT&T, etc.) prior to finalizing design.
- C. Details
J-U-B will provide details of roadway section replacement, concrete improvements (sidewalks, curb, gutter, driveways, ADA ramps) and any associated storm drain catch basin and lateral details (if needed).

J-U-B will review the 30%, 60% and 90% plans with the City of Fallon and incorporate comments and revisions to produce a final 100% set of plans for use as Bid documents. We will provide a 70% Opinion of Probable Construction Cost ("Engineer's Estimate") with each submittal. It is assumed that front-end project specifications will be provided by the City of Fallon and the Standard Specifications for Public Works Construction (SSPWC "Orange Book") will be utilized for project technical specifications with minor modifications, as needed, to fit the work. The SSPWC will be referenced for inclusion in the contract documents. Additional specifications are not included in this scope of work.

Task 5: Final Design

\$48,092

J-U-B will develop 100% plans in conformance with City of Fallon and Orange Book requirements and incorporating comments and revisions from the 30%, 60% and 90% plans. The plans will show the general intent and pavement rehabilitation improvements based on recommendations, replacement of curb and gutter and sidewalk, driveways, pedestrian access ramps, roadway striping, sewer main replacement, and minor storm drain improvements, as needed (catch basin and/or lateral replacement/adjustments). It is assumed that major utility relocations or improvements, if needed or requested as part of this project, will be provided by others or under a separate contract (water, gas, communications, electrical, storm drain manholes and/or mainlines).

Task 6: Bidding Services

\$4,684

J-U-B will provide support for the bidding process. J-U-B shall issue bid documents to prospective bidders and attend a pre-bid meeting. Other assistance includes issuing up to two (2) addenda and conformed drawings as appropriate. Electronic drawing files of the conformed bid documents can be made available upon request to the successful bidder. J-U-B shall not prepare front-end bid documents or contracts between the client and contractor/builder.

SCHEDULE

We will work with the City of Fallon to develop a final schedule that is acceptable to all parties. The general goal of the project is to begin design in January 2026 and begin advertising in Q2 of 2027. This schedule can be adjusted, as needed, to best suit the needs of the City of Fallon with respect to desired date of substantial completion of construction.

ITEMS PROVIDED BY CLIENT OR OTHERS

It is assumed that Client will provide the following items:

- 1) All fees payable to government entities and utility purveyors/agencies, unless otherwise stated in the Scope of Services.
- 2) Pavement structural section.
- 3) Contractor is required to design and implement a sewer bypass pumping plan.

ADDITIONAL SERVICES

Any items requested not specifically outlined in the above scope will be considered additional services and will be provided as requested and authorized by the Client. J-U-B can provide the following services, however; they are not included in the limited scope of this agreement:

- 1) Significant revisions to Plans and/or desired Scope to Reduce Cost after 30%, 60%, 90%, or 100% Design submittals.
- 2) Geotechnical investigation for soil conditions or pavement structural section.
- 3) Construction inspection, administration and support services.
- 4) Construction survey staking.

FEE AND BILLING

J-U-B proposes to perform the services in Tasks 1 – 5 of the Scope of Services on a Lump Sum basis, with reimbursable expenses charged on a Time and Materials Basis (T&M) as follows:

Civil and Survey

Task 1	Project Management	\$ 51,254
Task 2	Public and Agency Involvement	\$ 12,893
Task 3	Project Development	\$180,935
Task 4	Preliminary Design	\$130,096
Task 5	Final Design	\$ 48,092
Task 6	Bidding Services	\$ 4,684
	Contingency (T&M, not-to-exceed)	\$ 25,000
	Civil and Survey Grand Total Services	\$452,954

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Direct reimbursable expenses such as express delivery services, fees, plotting and other direct expenses will be billed at cost. All permitting, application and similar project fees will be paid directly by the Client, unless otherwise stated in the Scope of Services.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

Fees stated in this Agreement are valid for ninety (90) days after the date of this letter.

We look forward to working with the City of Fallon on this important infrastructure project. Please do not hesitate to contact us if you have questions.

Sincerely,

J-U-B ENGINEERS, Inc.

Vijay Kornala, P.E.
Transportation Region Lead-UT/NV

J-U-B ENGINEERS, Inc.

Garth Oksol, P.E.
Project Manager

Exhibit B-1

City of Fallon - Auction Road #DRAFT

		Principal	Senior Project Engineer (PM)	Project Designer - Lead	Project Designer	Design Manager	QC Lead	Env Lead	Env Specialist	Noise Modeling	PLS -Senior	Survey Technician - Senior	Survey Technician - Lead	Administrative	Sub Consultant	
Task		\$281	\$265	\$165	\$144	\$258	\$229	\$226	\$144	\$230	\$224	\$160	\$135	\$114	\$1	
1	Project Management	\$1,405	\$27,825	\$2,475	\$2,160	\$9,546	\$687	\$2,034	\$432	\$0	\$1,344	\$640	\$540	\$2,166	\$0	\$51,254
	1.1 Project Management Meetings	1	60	15	15	12	3	9	3		2	4	4	1		\$28,807
	1.2 Project Management Tasks	4	45			25					4			18		\$22,447
2	Public and Agency Involvement	\$0	\$10,600	\$0	\$0	\$2,064	\$229	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,893
	2.1 Interlocal Cooperative Agreement (NDOT)		40			8	1									\$12,893
3	Project Development	\$0	\$11,660	\$9,240	\$9,216	\$0	\$0	\$14,464	\$10,368	\$9,200	\$11,648	\$21,760	\$9,720	\$0	\$73,659	\$180,935
	3.1 Condition Survey		8	12	8						4					\$6,148
	3.2 Utility Investigation/Depiction			16	32							8				\$8,528
	3.3 Utility Potholing (Optional)		4	4	4								12		\$7,250	\$11,166
	3.4 Topographic Survey		4	8	16						16	72	60			\$27,888
	3.5 Geotechnical Investigation		2	8	4										\$34,955	\$37,381
	3.5 Traffic Counts		6												\$6,300	\$7,890
	3.6 Right-of-Way Mapping		4	4							8	32				\$8,632
	3.7 Right-of-Way Engineering Services		8	4							24	24				\$11,996
	3.8 Environmental Services		8					64	72	40					\$25,154	\$61,306
4	Preliminary Design	\$2,248	\$16,960	\$69,960	\$25,344	\$12,384	\$2,748	\$452	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$130,096
	4.1 Conceptual Design (30%)	4	24	64	16	16	4									\$25,392
	4.2 Preliminary Project Design (60% and 90%)	4	40	360	160	32	8	2								\$104,480
5	Final Design	\$0	\$16,960	\$13,200	\$11,520	\$4,128	\$1,832	\$452	\$0	\$0	\$0	\$0	\$0	\$0	0	\$48,092
	5.1 Prepare Final Plans & Specifications (100%)		64	80	80	16	8	2								\$48,092
6	Bidding Services	\$0	\$1,060	\$1,320	\$2,304	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,684
	6.1 Bidding Services		4	8	16											\$4,684
7	Design Contingency															\$25,000
		\$3,653	\$85,065	\$96,195	\$50,544	\$28,122	\$5,496	\$17,402	\$10,800	\$9,200	\$12,992	\$22,400	\$10,260	\$2,166	\$73,659	\$452,954 Design
																\$452,954 Total Fee



Exhibit B
J-U-B Engineers
Fee Schedule
July 2025-June 2026 ⁽¹⁾

Labor Category	Hourly Rate
Principal / Program Manager	\$251-\$300
Project Engineer – Senior/Discipline Lead	\$221-\$280
Project Manager	\$224-\$242
Project Engineer	\$180-\$220
Project Designer	\$144-\$170
CAD Designer	\$116-\$180
Environmental Specialist Lead/Senior	\$183-\$238
Environmental Scientist	\$108-\$156
Survey PLS – Senior/Discipline Lead	\$224-\$245
Survey PLS or Lead	\$178-\$224
Survey Technician – Lead/Senior	\$135-\$170
Assistant Surveyor	\$126-\$157
Assistant Designer/Intern	\$91-\$150
Survey Technician	\$101-\$135
Project Accountant	\$97-\$135
Administrative Assistant	\$66-\$95

- 1) Rates subject to change on a yearly basis.
2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.
3) A 10 percent markup will be applied to Subconsultant fees.

Highway Agreement PR795-24-063

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
AUCTION ROAD IMPROVEMENT PROJECT

This Agreement is made and entered on 05/12/2025, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the City of Fallon, 55 West Williams Avenue, Fallon, NV 89406 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met and the FHWA Division Administrator approves the arrangements in advance; and

WHEREAS, the CITY is willing to agree to design, adjust and/or relocate utility facilities, advertise, award, and manage construction of sidewalks, curb and gutter, bike paths, lighting, and traffic signals as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the DEPARTMENT for Federal Transportation Alternatives Program (TAP) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Unique Entity Identifier (UEI) VRSWHCKWFLJ5 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal TAP funding for the PROJECT in a maximum amount of Three Million Two Hundred Eighty Thousand and No/100 Dollars (\$3,280,000.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the CITY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disabilities Act (ADA).
8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable to the DEPARTMENT.
9. To invoke the DEPARTMENT's authority under NRS 408.210(4) to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.
10. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect such utility relocations.
11. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
12. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.
13. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.
14. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules, and regulations.
15. To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.
16. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.
17. To ensure that all reporting and project documentation, as necessary for financial

management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

18. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications, and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

19. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

20. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representatives to monitor the CITY's compliance with applicable Federal and State requirements.

21. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

22. To review the CITY's as-built plans and to attend the CITY final inspection of the PROJECT.

23. To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs, based on supporting documentation, minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (f) coordinate utility relocations; and (g) the advertisement, award, and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including, but not limited to, those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities, if necessary, or otherwise accommodate the PROJECT at no cost to the PROJECT,

DEPARTMENT, or the CITY.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including, but not limited to, NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are performed in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including, but not limited to, field reviews, right-of-way settings, review meetings, and the pre-construction conference.

6. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

7. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to requesting the obligation of the federal funds for construction.

8. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT, so long as the terms and conditions are consistent with the terms and conditions contained herein, and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, those in this Agreement shall take precedence.

9. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

10. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the CITY; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The CITY shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

11. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

12. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.

13. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual and regulatory requirements including reporting

requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

14. To submit to the DEPARTMENT for review and approval any addenda, supplementals, and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

15. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

16. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

17. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT demonstrating their compliance with 49 CFR Part 26 and, along with any supporting documentation required to clarify the DBE information, for review and conformation by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

18. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including, but not limited to, 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

19. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

20. To monitor compliance with subcontracting, prompt payments, and DBE requirements using the DEPARTMENT's Civil Rights and Labor System for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through the DEPARTMENT's Civil Rights and Labor System.

21. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements, and any future Federal reporting requirements, and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

22. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase, including the final invoice, shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for

payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

23. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed One Hundred Seventy-Two Thousand Six Hundred Thirty-Two and No/100 Dollars (\$172,632.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

24. To accept maintenance responsibilities for the improvements consisting of sidewalk, curb and gutter, ADA ramps, lighting, and paving constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.

25. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2031, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The CITY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 7,200.00
CITY Preliminary Engineering Costs:	\$ 407,098.00
DEPARTMENT Construction Engineering Costs:	\$ 14,300.00
CITY Construction Engineering Costs:	\$ 158,332.00
Construction Costs:	<u>\$ 2,865,702.00</u>

<u>Total Estimated PROJECT Costs:</u>	\$ 3,452,632.00
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Available Funding Sources:

Federal TAP Funds:	\$ 486,126.00
Federal TAP Flex STBG Funds:	\$ 2,793,874.00
CITY Match Funds:	<u>\$ 172,632.00</u>
<u>Total PROJECT Funding:</u>	\$ 3,452,632.00

6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written “Notice to Proceed.” The “Notice to Proceed” includes the “project end date,” which establishes the limit of federal participation for a project or phase of work associated with a project. The “project end date” is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The CITY is responsible for any costs incurred on the PROJECT after the “project end date.” The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the “project end date.”

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, the relocation of utilities, construction engineering, and construction costs. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time such amendment is written.

10. The CITY’s total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor’s bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written

notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY and any PROJECT costs incurred by the DEPARTMENT.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director
Attn: Jake Kelgard, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7595
Fax: (775) 888-7401
Email: jkelgard@dot.nv.gov

FOR CITY: Derek Zimney, P.E.
City Engineer
City of Fallon
55 West Williams Avenue
Fallon, NV 89406
Phone: (775) 423-5107
Email: dzimney@fallonnevada.gov

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers and employees.

16. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

18. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

19. Failure to declare a breach or the actual waiver of any particular breach of the

Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

20. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA), or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Pursuant to all applicable laws, including, but not limited to, the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

26. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

27. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

28. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

29. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law.

30. All references herein to federal and state code, law, statutes, regulations, and circulars are to them, as amended.

31. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

32. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

33. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF FALLON


 Ken Tedford
 Mayor

Approved as to Form:


 Trent deBraga
 City Attorney

State of Nevada, acting by and through its
 DEPARTMENT OF TRANSPORTATION

DocuSigned by:


 Mario C. Gomez
 On behalf of Director

Approved as to Legality & Form:

DocuSigned by:


 Shane Chesney
 Deputy Attorney General

Attachment A

SCOPE OF WORK Fallon Auction Road Improvements

This project is located within the City of Fallon, NV and consists of installing sidewalk, curb and gutter, driveways, bike lanes, roadway improvements, and lighting on Auction Road from US50 to S Allen Road at US50. There will also be a new road connection between Whitaker Lane and Auction Road with signaling updates. Limits are depicted in the image below.



Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 *

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts (FHWA-1273)

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Disadvantaged Business Enterprise in Federal-aid Highway Construction

Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

**Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information*
List of Subcontractor and Suppliers Bidding**

Bidder Subcontractor Information (exceeding 5%)**

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)**

Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)**

*** Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**** Or local agency equivalent**

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity** (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. **Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as

on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted

by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

Item 8.

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
 9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

Item 8.

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5
 - (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically

disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Item 8.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT**

Item 8.

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this
affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

Notary Public, Judge or other Official

(SEAL)

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

Item 8.

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES*Item 8.*

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Item 8.

Contract No.: Contractor: _____

Project No(s).: Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: ____%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:					

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE Participation** (Add Totals from Lines A & B): \$ _____

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____%

Contractor's Signature Date

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No. _____

(For subcontractors exceeding five percent (5%) of the bid amount)

Contractor: _____

Address: _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

[illegible]

*** Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."**

Contractor's Signature

Date _____

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: Contractor: _____

Project No(s).: Address: _____

Total Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter “NONE” under “SUBCONTRACTOR NAME” if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter “multiple” or “various.”

Contractor’s Signature

Date

Telephone No. _____

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

Attachment C

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Nevada }
COUNTY OF Churchill } SS

I, Ken Tedford (Name of party signing this affidavit and the Proposal Form) Mayor, City of Fallon (title).
being duly sworn do depose and say: That _____
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Ken Tedford
Signature

Mayor
Title

Sworn to before me this 14th day of January, 20 25

(SEAL)

Nicole A. Dooley
Notary Public, Judge or other Official



NICOLE A. DOOLEY
Notary Public - State of Nevada
Appointment Recorded in Churchill County
No: 19-9537-04 - Expires Sept. 25, 2027

Attachment D**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

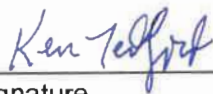
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Ken Tedford

Name (please type or print)



Signature

Mayor

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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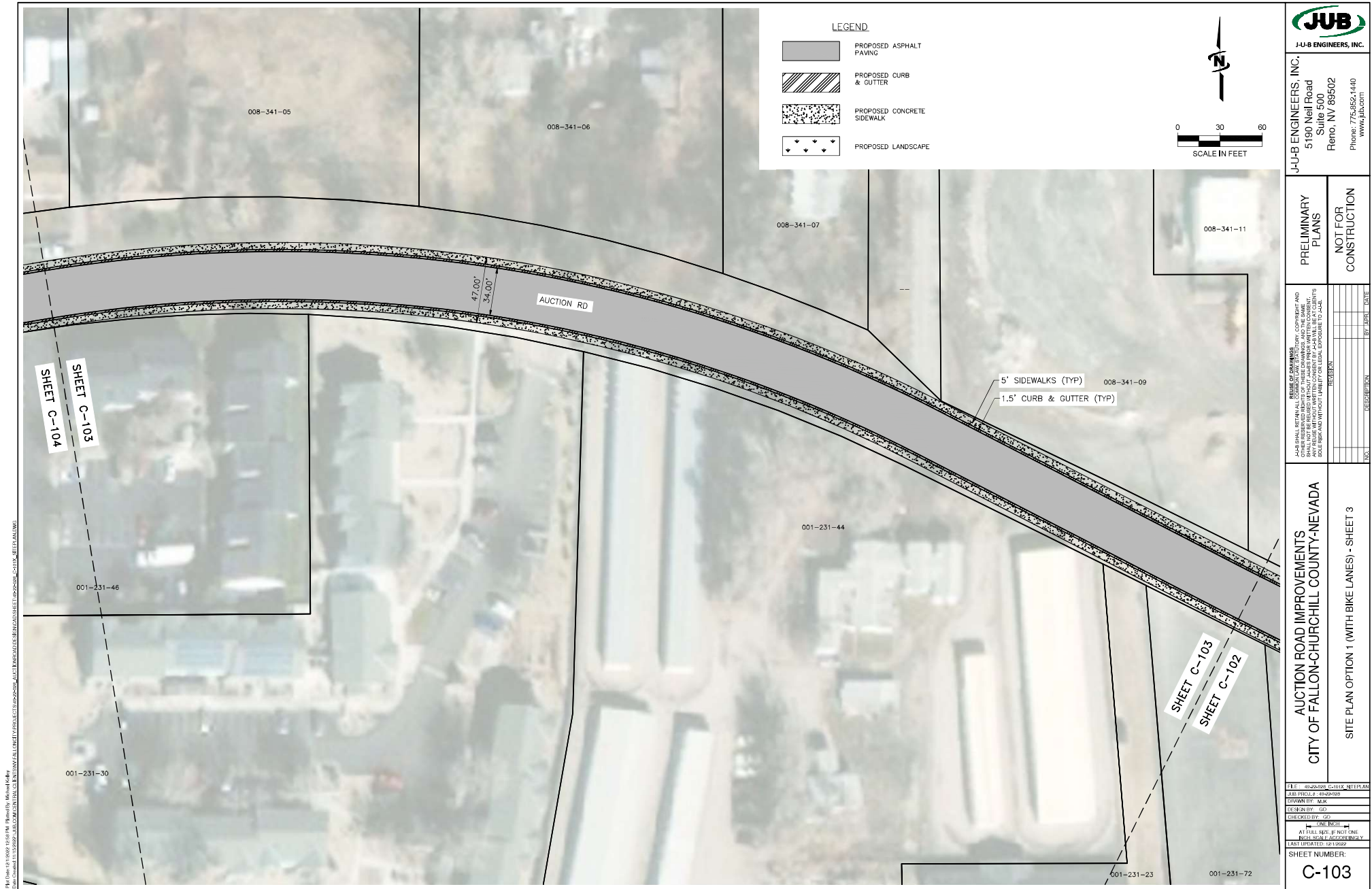
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Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

77



JUB ENGINEERS, INC.
5190 Neil Road
Suite 500
Reno, NV 89502
Phone: 775-852-1440
www.jub.com

PRELIMINARY
PLANS
NOT FOR
CONSTRUCTION

REVISIONS			
NO.	DESCRIPTION	BY	DATE

AUCTION ROAD IMPROVEMENTS
CITY OF FALLON-CHURCHILL COUNTY-NEVADA
SITE PLAN OPTION 1 (WITH BIKE LANES) - SHEET 3

FILED: 08/20/2020 C-103X 08/20/2020
DESIGNED BY: MJB
DRAWN BY: GED
CHECKED BY: GED
AT FULL SCALE IF NOT ONE
LAST UPDATED: 12/15/2020
SHEET NUMBER:
C-103





CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 10, 2026
 AGENDA DATE: February 17, 2026
 TO: The Honorable City Council
 FROM: Brian Byrd, Public Works Director
 AGENDA ITEM TITLE: Consideration and possible action to approve a construction contract with Summit Line Construction of Reno, Nevada in order to complete the US-50/Sherman Street Signalization Project, PWP-CH-2025-486, in the amount of Nine Hundred Thirty-Two Thousand Seven Hundred Thirty-Seven Dollars (\$932,737), of which the City's share would be 5% or Forty-Six Thousand Six Hundred Thirty-Six Dollars and Eighty-Five Cents (\$46,636.85). **(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 a construction contract with Summit Line Construction of Reno, Nevada in order to complete the US-50/Sherman Street Signalization Project, PWP-CH-2025-486, in the amount of Nine Hundred Thirty-Two Thousand Seven Hundred Thirty-Seven Dollars (\$932,737), of which the City's share would be 5% or Forty-Six Thousand Six Hundred Thirty-Six Dollars and Eighty-Five Cents (\$46,636.85). **(For possible action)**

DISCUSSION: The City of Fallon was awarded \$1,616,000 in the 2021-2022 Congressionally Directed Spending (CDS) cycle for the Nevada Department of Transportation (NDOT) Highway 50 (Williams Avenue) Project. Pursuant to the agreement, the City of Fallon will be responsible for a five percent (5%) match of the Federal funds.

The Highway 50 Signalization Project will consist of, among other things, the installation of a four-way fully signalized intersection, installing sidewalks, curb and gutter, driveways, bike lanes, roadway improvements, and lighting at the intersection of Williams Avenue and Sherman Street.

This project was released for public bid on December 5, 2025 and was advertised in the Lahontan Valley News in accordance with NRS 338.1385. Two (2) bids were received and opened on January 27, 2026 as further described in the attached documents.

FISCAL IMPACT: \$46,636.85

FUNDING SOURCE: Electric Fund

PREPARED BY: Brian Byrd



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

MEMORANDUM

DATE: February 28, 2026
TO: Brian Byrd
CC: Derek Zimney and Debbie Bullock
FROM: Garth Oksol, P.E.
SUBJECT: US-50/Sherman Avenue Bid Tabs

Brian,

I have reviewed the Bid Items given by Summit Line and A&K Earthmovers. I found no discrepancies and recommend award to Summit Line in the amount of **\$932,737.00** which is their Bid Amount of \$857,737.00 plus the \$75,000.00 Force Account.

Attached is the Bid Tabulation for your files.

Please let me know if you have any questions. J-U-B looks forward to delivering this project successfully to the residents and visitors of Fallon.

Garth Oksol, P.E.



CITY OF FALLON - 2025 US50/SHERMAN ST. SIGNALIZED INTERSECTION PROJECT

Bid Results
Plan Set

Bid Item No.	Pay Item No.	Pay Item Description	Unit	Engineer's Estimate			Summit Line			A&K Earthmovers		
				Quantity	Unit Price	Extended Total	Quantity	Unit Price	Extended Total	Quantity	Unit Price	Extended Total
E1		INSTALL JUNCTION ENCLOSURE PAD	EA	2	\$ 2,000.00	\$ 4,000.00	2	\$ 973.00	\$ 1,946.00	2	\$ 7,900.00	\$ 15,800.00
E2		INSTALL SINGLE PHASE TRANSFORMER PAD	EA	1	\$ 2,500.00	\$ 2,500.00	1	\$ 1,407.00	\$ 1,407.00	1	\$ 5,300.00	\$ 5,300.00
E3		INSTALL 4" UTILITY CONDUIT	LF	1165	\$ 60.00	\$ 69,900.00	1165	\$ 90.00	\$ 104,850.00	1165	\$ 60.00	\$ 69,900.00
E4		INSTALL 3" UTILITY CONDUIT	LF	10	\$ 60.00	\$ 600.00	10	\$ 46.00	\$ 460.00	10	\$ 195.00	\$ 1,950.00
E5		INSTALL 2" UTILITY CONDUIT	LF	1315	\$ 60.00	\$ 78,900.00	1315	\$ 68.00	\$ 89,420.00	1315	\$ 48.00	\$ 63,120.00
E6		INSTALL CATV PULL BOX	EA	3	\$ 500.00	\$ 1,500.00	3	\$ 550.00	\$ 1,650.00	3	\$ 1,250.00	\$ 3,750.00
C1		INSTALL UNDERGROUND UTILITY VAULT (NOT USED)	EA	1		\$ -			\$ -			\$ -
C2		INSTALL UNDERGROUND UTILITIES (NOT USED)	LF	477		\$ -			\$ -			\$ -
C3		REMOVE POWER POLE (NOT USED)	EA	1		\$ -			\$ -			\$ -
C4		INSTALL SIGNALIZED INTERSECTION	LS	1	\$ 850,000.00	\$ 850,000.00	1	\$ 533,844.00	\$ 533,844.00	1	\$ 856,190.00	\$ 856,190.00
C5		4" SOLID YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	90	\$ 3.00	\$ 270.00	90	\$ 3.00	\$ 270.00	90	\$ 5.00	\$ 450.00
C6		PREFORMED WHITE MULTI-DIRECTIONAL ARROW PAVEMENT MARKING (THERMOPLASTIC)	EA	1	\$ 400.00	\$ 400.00	1	\$ 580.00	\$ 580.00	1	\$ 525.00	\$ 525.00
C7		PREFORMED WHITE DIRECTIONAL ARROW PAVEMENT MARKING (THERMOPLASTIC)	EA	1	\$ 250.00	\$ 250.00	1	\$ 406.00	\$ 406.00	1	\$ 420.00	\$ 420.00
C8		2' X10' SOLID WHITE CROSSWALK (THERMOPLASTIC)	LF	58	\$ 25.00	\$ 1,450.00	58	\$ 80.00	\$ 4,640.00	58	\$ 36.00	\$ 2,088.00
C9		24" SOLID WHITE STOP BAR (THERMOPLASTIC)	LF	100	\$ 25.00	\$ 2,500.00	100	\$ 28.00	\$ 2,800.00	100	\$ 36.00	\$ 3,600.00
C10		6" LANE LINE WHITE STRIPING PAINT(TYPE II WATER BORNE)	LF	90	\$ 3.00	\$ 270.00	90	\$ 3.00	\$ 270.00	90	\$ 5.00	\$ 450.00
C11		8"DOTTED(2'LONG/4'SPACED)WHITE STRIPING PAINT(TYPEIIWATERBORNE)	LF	93	\$ 3.00	\$ 279.00	93	\$ 4.00	\$ 372.00	93	\$ 5.00	\$ 465.00
C12		REMOVE EXISTING STRIPING	LF	64	\$ 10.00	\$ 640.00	64	\$ 21.00	\$ 1,344.00	64	\$ 15.50	\$ 992.00
C13		Force Account	EA	1	\$ 75,000.00		1	\$ 75,000.00		1	\$ 75,000.00	
C14		Traffic Control - 3%	LS	1	\$ 27,771.57	\$ 27,771.57	1	\$ 70,339.00	\$ 70,339.00	1	\$ 80,000.00	\$ 80,000.00
C15		Project Mobilization and Demobilization - 7%	LS	1	\$ 64,800.33	\$ 64,800.33	1	\$ 43,139.00	\$ 43,139.00	1	\$ 80,000.00	\$ 80,000.00
				TOTAL			TOTAL			TOTAL		
				\$ 1,106,030.90			\$ 857,737.00			\$ 1,185,000.00		

Attachment A

SCOPE OF WORK
CITY OF FALLON
US50 AT SHERMAN ST SIGNAL IMPROVEMENTS

This project consists of the installation of a new traffic signal at the intersection of US50 and Sherman St. The location of the project is depicted in the image below.





CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 10, 2026
 AGENDA DATE: February 17, 2026
 TO: The Honorable City Council
 FROM: Trent deBraga, City Attorney
 AGENDA ITEM TITLE: Consideration and possible action to approve the Purchase and Sale Agreement and Escrow Instructions for the City's purchase of Churchill County Assessor's Parcel Number 001-011-02, commonly referred to as 515/525 N. Maine Street, Fallon, NV, consisting of approximately .78 acres, from Valley Investment Solutions, LLC, a Nevada limited liability company, in the amount of two hundred fifty thousand dollars (\$250,000). **(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 the Purchase and Sale Agreement and Escrow Instructions for the City's purchase of Churchill County Assessor's Parcel Number 001-011-02, commonly referred to as 515/525 N. Maine Street, consisting of approximately .78 acres, from Valley Investment Solutions, LLC, a Nevada limited liability company, in the amount of two hundred fifty thousand dollars (\$250,000)

DISCUSSION:

Churchill County Assessor's Parcel Number 001-011-02, commonly known as 515/525 N. Maine Street, Fallon, NV, is located north of Pioneer Park. As part of the City's plans for future expansion and development of Pioneer Park, the City desires to acquire the subject property. The acquisition of Churchill County Assessor's Parcel Number 001-022-02 would provide approximately .78 acres of expansion and development opportunity. If approved, the transaction will proceed to escrow and the Mayor will have the authority to sign any document necessary to consummate the transaction.

FISCAL IMPACT: \$250,000 plus escrow fees and closing costs.

PREPARED BY: Trent deBraga, City Attorney



PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into this 6 day of February 2026, by and between VALLEY INVESTMENT SOLUTIONS, LLC, a Nevada Limited Liability Company ("Seller"), and the CITY OF FALLON, a political subdivision located within Churchill County, Nevada ("Buyer").

RECITALS:

WHEREAS, Seller is the owner of certain real property situated in the City of Fallon, County of Churchill, State of Nevada, commonly known as 515/525 N. Maine Street, and further identified by Churchill County Assessor's Parcel Number 001-011-02 (the "Real Property"), which is more particularly described as follows:

Commencing at the West $\frac{1}{4}$ corner of Section 30, Township 19 North, Range 29 East, M.D.B.&M., thence North $88^{\circ}51'$ East, along the North line of said Southwest $\frac{1}{4}$ a distance of 1269.28 feet to the West line of Maine Street; thence South along the West line of Maine Street a distance of 203.17 feet to the True Point of Beginning; thence around the parcel as follows:

South a distance of 183.84 feet to the Northeast corner of a parcel described in Deed to Churchill County as found recorded in Book 21 of Deeds, Page 406 of the Churchill County Records, Fallon, Nevada; thence North $70^{\circ}00'$ West, along said parcel a distance of 221.64 feet; thence North $51^{\circ}35'$ West, along said parcel a distance of 163.02 feet to a line drawn from the Point of Beginning that bears South $88^{\circ}51'$ West; thence North $88^{\circ}51'$ East, a distance of 336.07 feet to the True Point of Beginning.

Note: The above description appeared previously in that certain document recorded April 20, 2016, under Document No. 452597, Official Records, Churchill County, Nevada.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Seller's Initials: PJG

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Buyer's Initials: _____

WHEREAS, Seller desires to sell and Buyer desires to purchase the Real Property together with all its improvements, tenements, hereditaments and appurtenances.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING and the mutual agreements hereinafter contained, Seller and Buyer agree as follows:

ARTICLE 1

Escrow Instructions

Section 1.1 Agreement to Constitute Escrow Instructions. This Agreement shall constitute escrow instructions to FIRST CENTENNIAL TITLE COMPANY located at 131 S. Maine Street, Suite 201, Fallon, Nevada (the "Escrow Agent"), upon acceptance by the Escrow Agent of this Agreement as instructions to it and shall govern the close of escrow as set forth below. The Escrow Agent may supplement these instructions with its usual and customary escrow instructions provided, however, that any additional instructions do not contradict the terms set forth herein.

ARTICLE 2

Purchase and Sale of Real Property

Section 2.1 Purchase. Seller agrees to sell and Buyer agrees to purchase the Real Property on the terms and conditions set forth in this Agreement.

Section 2.2 Consideration. The purchase price for the Real Property ("Purchase Price") shall be TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), United States currency.

Seller's Initials: PJG

Buyer's Initials: _____

ARTICLE 3

Title

Section 3.1 Title to Real Property. Title to the Real Property shall be evidenced by a Grant, Bargain and Sale Deed conveying good and marketable title to the Real Property to Buyer in fee simple, free and clear of all liens and encumbrances subject only to the title exceptions approved by Buyer during the Investigation Period described below. Buyer shall pay for a standard ALTA owner's policy of title insurance issued by title insurance agents of Escrow Agent in favor of Buyer in the amount of the Purchase Price, insuring title to the Real Property.

Section 3.2 Permitted Exceptions. Within three (3) days from the effective date of this Agreement, Buyer shall open an escrow with the Escrow Agent and Buyer shall order a preliminary title report ("Title Report") on the Real Property with instructions to provide a copy of said report to Seller and Buyer upon its completion. Buyer shall be allowed twenty (20) days from the receipt of the Title Report to examine the title to the Real Property and to give notice to Seller of any objections thereto. All exceptions to the title contained in the Title Report (other than monetary liens) shall be deemed permitted exceptions unless written notice of objection is given by Buyer to Seller within said twenty (20) days. If Buyer objects to any exceptions to the title, Seller shall use due diligence to the extent possible, to remove such exceptions at Seller's own expense before the Closing Date. If such exceptions cannot be removed before the Closing Date, all rights and obligations hereunder may, at the election of Buyer, terminate. If Seller is unwilling or unable to

Seller's Initials: PJG

Buyer's Initials: _____

remove such Buyer objections, Seller shall so notify Buyer within ten (10) days of receipt of said objections and in that event Buyer may terminate this Agreement.

Section 3.3 No Further Encumbrances. While this Agreement is in effect, Seller shall not do any of the following without the prior written consent of Buyer: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Real Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Real Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Seller's actions or omissions, including failure to make a required payment or failure to obtain the consent of a beneficiary under any deed of trust and/or mortgage under any mortgagee under any mortgage on the Real Property to enter into this Agreement, if such consent is required under the terms of such deed of trust and/or mortgage.

ARTICLE 4

Closing Date and Closing Date Obligation

Section 4.1 Closing Date. The "Closing Date" shall be at such time as all funds are deposited to escrow and Escrow Agent can provide an ALTA policy of title insurance in favor of Buyer in the amount of the Purchase Price, subject only to the exceptions described in Section 3.1 above. Escrow shall close no later than forty (40) days from the effective date of this Agreement, unless extended by the parties in writing, and all ownership rights to the Real Property shall pass to Buyer by said date.

Seller's Initials: PJG

Buyer's Initials: _____

Section 4.2 Apportionment of Certain Times; Deferred Taxes. All real and personal property taxes, assessments, and utility charges of whatsoever nature shall be apportioned as of the Closing Date.

In making apportionments, all property taxes, assessments and similar items will be prorated on the basis of the number of days in the period in question before and after the Closing Date. The amounts to be apportioned under the provisions of this Section shall be apportioned and paid as soon as they can be calculated.

Section 4.3 Buyer's Obligations. On or before the Closing Date, Buyer shall deliver to the Escrow Agent the following:

- a) Cash, certified check, or electronic funds transfer in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00);
- b) An amount equal to the premium on a standard ALTA owner's policy of title insurance;
- c) An amount equal to all of the escrow fees and closing costs charged by Escrow Agent;
- d) An amount equal to the cost of recording the Grant, Bargain and Sale Deed and Nevada Real Property Transfer Tax (if any);
- e) An amount equal to Buyer's share of items to be apportioned as provided in Section 4.2.

Section 4.4 Seller's Obligations. On or before the Closing Date, Seller shall:

- a) Deliver to the Escrow Agent the executed Grant, Bargain and Sale Deed to be recorded at the recorder's office of the County of Churchill, State of Nevada; and

Seller's Initials: PJG

Buyer's Initials: _____

b) Seller agrees to pay from their proceeds at close of escrow an amount equal to Seller's share of items to be apportioned as provided in Section 4.2.

Section 4.5 Escrow Agent's Obligations. On the Closing Date, the Escrow Agent shall:

- a) Issue and deliver to Buyer its ALTA owner's policy of title insurance in favor of Buyer in the amount of the Purchase Price;
- b) Record the original of the Grant, Bargain and Sale Deed and deliver a copy of the same to the Buyer;
- c) Pay the Real Property Transfer Taxes, if any;
- d) Pay all sums deposited by Buyer to Seller (less any charges to Seller);
- e) Make the apportionment required by Section 4.2 of this Agreement;
- f) Pay itself its escrow fee and its premium on its title policy; and
- g) Close the Escrow.

ARTICLE 5

Seller's Representations, Warranties and Covenants

Seller Represents that as of the date of this Agreement and through the Closing Date that:

Section 5.1 Seller is the sole owner of the Real Property and has good and marketable fee title thereto, subject only to the conditions and exceptions set forth herein.

Section 5.2 This Agreement is a legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with all material terms.

Seller's Initials: PJG

Buyer's Initials: _____

Section 5.3 To the best of Seller's knowledge there are no claims, litigations, actions, suits or proceedings, administrative or judicial, filed or pending against Seller with respect to the Real Property, this Agreement or the transactions contemplated hereby, at law or in equity, before any federal, state or local court, regulatory agency, or other government agency; there are no claims that Seller's operation of the Real Property has not complied with all applicable laws that are now in effect that pertain to the Real Property.

ARTICLE 6

Miscellaneous

Section 6.1 Breach of Representations, Warranties and Covenants. All representations, warranties and covenants made as part of this Agreement are material and are relied upon by the parties.

Section 6.2 Successors and Assigns, No Assignment. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns, and other successors in interest. The parties acknowledge and agree that this Agreement shall not be assignable by Buyer without the prior written acknowledgment and permission of Seller.

Section 6.3 Time. Time is of the essence of this Agreement.

Section 6.4 Execution of Additional Documents. In addition to documents and other matters specifically referenced in this Agreement, Seller and Buyer agree to execute and/or deliver, or cause to be executed and/or delivered such other documents and /or materials, including additional escrow instructions carrying out the terms and conditions of this Agreement, as may be reasonably necessary to effect the transaction contemplated by this Agreement.

Seller's Initials: PJG

Buyer's Initials: _____

Section 6.5 Notices and Other Communications. Every notice or other communication required or contemplated by this Agreement by any party shall be in writing delivered either by a) personal delivery, b) prepaid overnight delivery service or c) facsimile addressed to the party for whom intended at the address specified in this Section.

To Seller: PAULA J. GILMORE
P.O. Box 6802
Fallon, NV 89407

To Buyer: City of Fallon
c/o Trent deBraga
55 W. Williams Ave.
Fallon, NV 89406

Notices by overnight delivery service shall be effective on the date they are officially recorded as delivered to the intended recipient. All notices delivered in person or sent by facsimile shall be deemed to have been delivered to and received by the addressees and shall be effective on the date of personal delivery or on the date sent, respectively. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given.

Section 6.6 Governing Law/Venue. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of Nevada applicable to agreements negotiated, executed and performed in Nevada, by Nevada residents, whether one or more of the parties shall now by or hereafter become a resident of another state and venue for any action brought to enforce the terms of this Agreement shall be exclusively in the Tenth Judicial District Court of the State of Nevada in and for Churchill County.

Section 6.7 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained

Seller's Initials: PJG

Buyer's Initials: _____

in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modifications, or amendments of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 6.8 Counterparts. This Agreement may be executed in one or more counterparts, and each counterpart shall constitute an original instrument but all such counterparts shall only constitute one and the same instrument.

Section 6.9 Captions. The captions of this Agreement do not in any way limit or amplify the terms and provisions of this Agreement.

Section 6.10 Attorney's Fees. In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

Section 6.11 Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

Section 6.12 Agents. The parties acknowledge and agree that the purchase and sale of the Real Property is done in the absence of a Real Estate Agent for either party. Should such a contract exist between any party and a Real Estate Agent, the contracting party shall bear all of the responsibilities of that contract independent of this Agreement.

Seller's Initials: PJG

Buyer's Initials: _____

Section 6.13 Attorneys. Seller and Buyer will each be responsible for the fees and expenses of their respective attorneys.


Section 6.14 Signatures. Each of the signatories hereto warrants and represents that it is competent and authorized to enter into this Agreement and to bind its respective party.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement on the date first above written.

BUYER:

SELLER:

KEN TEDFORD, Mayor
City of Fallon


PAULA J. GILMORE, managing member
Valley Investment Solutions, LLC

MICHAEL O'NEILL,
City Clerk/Treasurer
City of Fallon

Seller's Initials: _____

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Buyer's Initials: _____