

# NOTICE OF MEETING

The Regular Meeting of the Incline Village General Improvement District (IVGID) Board of Trustees will be held starting at 6:00 PM on April 10, 2024 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public Comment is allowed and members of the public are welcome to provide public comment via telephone at (877) 853-5247 (the webinar ID will be posted to the IVGID Website on the day of the meeting). The meeting will be available for viewing at <https://livestream.com/accounts/3411104>.

- A. PLEDGE OF ALLEGIANCE\*
- B. ROLL CALL OF TRUSTEES\*
- C. INITIAL PUBLIC COMMENTS - *Unless otherwise determined, the time limit shall be three minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*
- D. APPROVAL OF AGENDA *(for possible action)*  
*The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block.*  
**-OR- The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.**
- E. REPORTS TO THE BOARD - Reports are intended to inform the Board and/or the public.
- SUBJECT:** District General Manager's Monthly Status Report (Requesting Staff Member: District General Manager Bobby Magee) – **pages 6 - 35**
  - SUBJECT:** Summary Presentation of the Utility Infrastructure Master Plans for Sewer and Water; Project: 2097DI2202 – Fund: Utilities; Division: Shared; Vendor: Dowl Engineering. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – **pages 36 - 53**  
  
*Recommendation for Action:* The Board Receive and File the Summary Report of the Utility Infrastructure Master Plan Preparation and Overall District Infrastructure Scoring from Dowl Engineering.
  - SUBJECT:** Verbal Report and Update on the Incline Beach House and Access Projects. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)
  - SUBJECT:** Verbal Report and Update on Project Savings Identified for Board Approved Re-Appropriation of Funds for Operating Budget Account 20002224-7510 From the Augmentation of Fiscal Year 2023/24 Budget Authorized at the March 13, 2024 Board of Trustees Meeting (Item G.1). (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

## Incline Village General Improvement District

*Incline Village General Improvement District is a fiscally responsible community partner which provides superior utility services and community oriented recreation programs and facilities with passion for the quality of life and our environment while investing in the Tahoe basin.*

893 Southwood Boulevard, Incline Village, Nevada 89451 • (775) 832-1100 • EMAIL: [info@ivgid.org](mailto:info@ivgid.org)

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# NOTICE OF MEETING

Agenda for the Board Meeting of April 10, 2024 - Page 2

F. CONSENT CALENDAR (for possible action)

1. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for March 6, 2024.  
– **pages 54 - 105**
2. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for March 13, 2024.  
– **pages 106 - 130**
3. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for March 28, 2024.  
– **pages 131 - 153**
4. **SUBJECT:** Review, Discuss and Approve the Agreement for Services for Painting the Interior of the Château - 2023/24 Capital Improvement Project; Fund: Community Services; Division: Facilities; Project #3350BD1505 - Paint Interior of Château; Vendor: Tahoe Workz, Inc., in an Amount Not to Exceed \$16,745. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)  
– **pages 154 - 169**

*Recommendation for Action:* That the Board of Trustees make a Motion to:

1. Approve the Agreement for Services with Tahoe Workz, Inc. for the Amount Not to Exceed \$16,745; and,
2. Direct the Interim Director of Public Works to Sign and Execute the Agreement.

5. **SUBJECT:** Review, Discuss, and Approve the Agreement for Services for Replacing the Mountain Golf Course Cart Barn Roof - FY 2023/24 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #3299BD2201; Vendor: Kodiak Roofing & Waterproofing Co, for an Amount of \$37,725. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)  
– **pages 170 - 189**

*Recommendation for Action:* That the Board of Trustees make a Motion to:

1. Approve the Agreement for Services with Kodiak Roofing and Waterproofing Co. in the Amount of \$37,725; and,
2. Authorize Staff to Execute Change Orders for Additional Work if Required up to Approximately 10% of the Agreement for Services in the Amount Not to Exceed \$3,800; and,
3. Direct the General Manager to Sign and Execute the Agreement.

6. **SUBJECT:** Review, Discuss and Approve Nevada State Lands Non-Exclusive Easement Amendment-2, Incline Village General Improvement District Spooner Effluent Pump Station. (Requesting Staff member: Interim Director of Public Works Kate Nelson) – **pages 190 – 196**

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Agenda for the Board Meeting of April 10, 2024 - Page 3

*Recommendation for Action:* That the Board of Trustees make a Motion to:

1. Approve Nevada State Lands Non-Exclusive Easement Amendment-2, Incline Village General Improvement District Spooner Effluent Pump Station; and,
2. Direct the Interim Director of Public Works to Sign and Execute the Agreement.

G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Review, Discuss, and Approve the Recommended 2024 - 25 Golf Season Rates (Requesting Staff Member: General Manager of Golf Operations Tim Sands) – *pages 197 - 199*
2. **SUBJECT:** Review, Discuss and Approve:
  1. The Construction Contract Agreement for the Capital Improvement Water Main Replacement Alder Avenue #2299WS1802 Project with Gerhardt & Berry Construction in the Amount of \$483,604; and,
  2. Authorize Staff to Execute Change Orders for Additional Work if Required up to Approximately 10% of the Construction Contract Value; Not to Exceed \$48,500; Project: 2023/24 Capital Improvement Water Main Replacement Alder Avenue #2299WS1802; Fund: Water; Division: Utilities. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 200 - 561*

*Recommendation for Action:* That the Board of Trustees make a Motion to:

1. Award the Construction Contract to Gerhardt & Berry Construction in the Amount of \$483,604; and,
  2. Authorize Staff to Execute Change Orders for Additional Work, if Required, of Approximately 10% of the Construction Contract Value; Not to Exceed \$48,500; and,
  3. Authorize the Board Chair and Board Secretary to Execute Contracts with Gerhardt & Berry Construction Based on a Review by General Counsel and Staff.
3. **SUBJECT:** Review, Discuss and Approve the Agreement for the 30% Schematic Design Contract for Skate Park Enhancement Project - 2023/24 Capital Improvement Project; Fund: Community Services; Division: Parks; Project #4378BD2202; Contractor: Spohn Ranch, Inc. in the Amount of \$20,000. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 562 - 571*

*Recommendation for Action:* That the Board of Trustees make a Motion to:

1. Approve the Award of the Progressive Design-Build Agreement with Spohn Ranch, for the Total Amount of \$20,000.00; and,
2. Direct the General Manager to Sign and Execute the Agreement.

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# NOTICE OF MEETING

Agenda for the Board Meeting of April 10, 2024 - Page 4

4. **SUBJECT:** Review, Discuss and Approve the Agreement for Professional Services for the Full-Time Construction Inspection and Materials Testing, Vendor: Construction Materials Engineers, Inc. for an Amount Not to Exceed \$567,255 Effluent Export Line Project, GMP2 - 2023/24 Capital Improvement Project; Fund: Sewer; Division: Utilities; Project #2524SS1010. (Requesting Staff Member: Interim Director of Public Works Kate Nelson). – **pages 572 - 587**

*Recommendation for Action:* That the Board of Trustees make a Motion to:

1. Approve the Agreement for Professional Services with Construction Materials Engineers, Inc. for an Amount Not to Exceed \$567,255; and,
2. Direct the Board Chair and Board Secretary to Sign and Execute the Agreement.

5. **SUBJECT:** Review, Discuss and Approve Letter of Engagement for Labor and Employment Legal Services with Kamer Zuker Abbott for Bargaining Unit Negotiation Purposes. (Requesting Staff Member: District General Manager Bobby Magee) – **pages 588 - 589**

*Recommendation for Action:* That the Board make a Motion to:

1. Approve the Letter of Engagement for Labor and Employment Legal Services with Kamer Zuker Abbott for the Purposes of Bargaining Unit Negotiations with the Operating Engineers Local 3 for the Non-Supervisory, Supervisory, and Superintendent Contracts Expiring on June 30, 2024; and,
2. Direct the Chair of the Board to Review and Approve the Final Rate Schedule as Identified in the Letter of Engagement; and,
3. Direct the General Manager to Sign the Agreement upon Final Approval by the Chair of the Board.

- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
- I. LONG RANGE CALENDAR – **pages 590 - 594**
- J. BOARD OF TRUSTEES UPDATE
- K. FINAL PUBLIC COMMENTS - Limited to a maximum of three minutes in duration.
- L. ADJOURNMENT (for possible action)

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# NOTICE OF MEETING

Agenda for the Board Meeting of April 10, 2024 - Page 5

## CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 AM on Friday, April 5, 2024, a copy of this agenda (IVGID Board of Trustees Session of April 10, 2024) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 213:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website ([www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas](http://www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas))
3. State of Nevada public noticing website (<https://notice.nv.gov/>)
4. IVGID's Recreation Center (980 Incline Way, Incline Village, Nevada)

Persons may request copies of all agenda Materials by contacting the District Clerk or by visiting the Administrative Offices at the address listed above.

/s/ Heidi H. White

Heidi H. White

District Clerk (e-mail: [hhw@ivgid.org](mailto:hhw@ivgid.org)/phone # 775-832-1268)

**IVGID Board of Trustees:** Chair Sara Schmitz, Vice Chair Matthew Dent, Treasurer Raymond Tulloch, Secretary Michaela Tonking, and David Noble

**Notes:** Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk (\*) are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. **IVGID'S agenda packets are available at IVGID's website, [www.yourtahoeplace.com](http://www.yourtahoeplace.com); go to "Board Meetings and Agendas".**

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**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Bobby Magee, District General Manager

**SUBJECT:** District General Manager's Monthly Status Report -  
March 2024.

**DATE:** April 10, 2024

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**District General Manager Verbal Update**

**Venue Status Reports**

Venue status reports are attached for March 2024.

**Public Records Log**

Public Records Log for December 31, 2023 to April 5, 2024, is attached to this report.

**III. ATTACHMENTS**

March 2024 Venue Status Reports  
Public Records Request Log

## **M E M O R A N D U M**

**TO:** Bobby Magee  
District General Manager

**FROM:** Mike Bandelin  
Diamond Peak Ski General Manager

**SUBJECT:** Venue Status Report – Ski Venue – March 2024

**DATE:** April 10, 2024

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### Season to Date

December 7<sup>th</sup> - Opening day – 3 lifts with 4 trails  
December 16<sup>th</sup> - Opened Lakeview ski lift including Ridge and Popular trails  
December 23<sup>rd</sup> - Peak period begins. Opened Penguin, Freeway and Dusty's trails added Redfox ski lift  
January 6<sup>th</sup> - Opened Wiggle trail  
January 7<sup>th</sup> - Peak period ends, opened Luggis and Powder trails  
January 13<sup>th</sup> – Opened Lightning, Diamond Back, Battle Born and Showoff trails  
January 13<sup>th</sup> – Crystal lift delayed opening 11:30 am (icing), opened Flume and Spillway trails  
January 14<sup>th</sup> – Crystal lift delayed opening 11:00 am (icing)  
January 17<sup>th</sup> – Opened lakeview and FIS trails  
January 17<sup>th</sup> – 100% of the developed terrain open  
February 10<sup>th</sup> – U10 ski race on Showoff  
February 11<sup>th</sup> - U10 ski race on Showoff  
February 17<sup>th</sup> – Presidents week peak period begins  
February 25<sup>th</sup> - Presidents week peak period ends  
March 1<sup>st</sup> – Late opening on Crystal lift closed at 3:00 pm- weather related  
March 2<sup>nd</sup> – Operated Lakeview and Lodgepole lifts only – weather related  
March 3<sup>rd</sup> – Late opening on Crystal – icing on lift components  
March 4<sup>th</sup> – Late opening on Crystal – icing on lift components  
March 15<sup>th</sup> – Season Ski Passes go on sale for the 2024/25 ski season  
March 24<sup>th</sup> – Luggi Foeger Uphill Race

Staff will remind the Board that through the installation and operating of the RFID system at the ski lifts staff is recording an increase in skier visits as each pass and ticket for access is recorded unlike previous season where the equipment for access was outdated and performed inadequately.

The YTD skier visit count through March totals 143,308 as compared to 81,406 for the same period last season. The March visit count for this season is 35,905 compared to 14,005 in March 2023. The five year average for the month is 17,941 visits. Staff will note that future reporting on skier count will provide a more comparable indicator than the information being presented during this season.

The replacement of the rental snowboard equipment that was approved by the District's Board of Trustees in March of 2023 and currently in service to our customers.

The District Board of Trustees approved a capital improvement project which included a reconfiguration of the Main Lodge kitchen as well as replacing the walk-in cooler and freezer unit. The project has been completed and is currently in use.

The Board of Trustees also approved a planned project of painting the exterior of the base facility buildings. The exterior painting of the Main Lodge and the Skier Services building has been completed.

The Board of Trustees approved the planned and budgeted Snowmaking Pump House Improvement Project at their meeting on August 30, 2023 (Item G.5). Currently, staff is in receipt and delivery of the equipment including new pipe, fittings and valve makeups. The fabrication contractor is currently dismantling the current piping configuration and beginning pipe fitting and construction of the new pipe layout according to the plan set. Updates on the project will be provided periodically.

The Board of Trustees approved the planned and budgeted project of the procurement of a 14 passenger shuttle van at their meeting on August 30, 2023 (Item G.7). Currently, the shuttle van is in the manufacturing stage and the District expects delivery late spring early summer.

Season Pass prices for the 2024/25 season were approved by the Board at their meeting on February 28, 2024 (Item G. 1) and staff initiated the sale of the passes for next season beginning on March 15, 2024.

Throughout the operating season staff will provide monthly information related to service measures and KPI's. The table below provides results of the Ski Venue Service Measures for the month of March including current and prior periods as well as year to date indicators.



Diamond Peak Ski Venue							
Service Measure Units	Budget FY2023-24	PY Actual Mar. 2023	CY Actual Mar. 2024	Variance PY vs. CY	PY YTD Actual	CY YTD Actual	% of Forecast
<b>03/01/2024 - 03/31/2024</b>							
Opening Date	12/7/2023				12/3/2022	12/7/2023	
Closing Date	4/14/2024				5/1/2023		
Operating Days	130	30	31	1	118	115	88%
Skier Visits	130,000	14,005	35,905	21,900	81,406	143,308	110%
PPH Lift Tickets	9,000	2,105	2,287	182	11,310	9,457	105%
Non PPH Lift Tickets	42,517	7,164	7,858	694	31,340	34,646	81%
PPH Season Passes YTD	3,900				4,351	4,231	108%
Non PPH Season Passes YTD	4,195				4,079	4,567	109%
Food & Beverage Guest Checks	93,700	16,159	19,984	3,825	59,302	65,378	70%
Rental Equipment Units	28,300	2,893	4,019	1,126	16,527	16,936	60%
Child Ski Center Lessons Taught	5,450	599	652	53	3,176	3,610	66%
Ski and Ride Center Lessons Taught	10,850	1,168	1,570	402	6,228	6,872	63%

Picture pass holder lift tickets provided through March are lower by 1,853 tickets or 16% as compared to the previous year to date period.

Non PPH tickets sold during the month increased by 10% for the month and 11% on year to date sales, although below target by 19% staff anticipates narrowing the difference by the end of the season.

Picture pass holder season passes purchased numbers are slightly down 3% year to date from the previous year whereas Non Picture season pass sales increased from the previous year by 12%.

Equipment Rental units are showing a 2% increase in sales year to date. Children lesson products have increased by 9% in March and 14% year to date. Adult ski and snowboard lesson provided have increased by 34% from the previous month of March period and sales of lesson products have increased 10% year to date.

Staff will note that spring breaks for school students have contributed to strong visitation during the last week in March and the first week of April. The increase in business levels for this period are very welcome and are assisting in providing ski venue revenue that was missed during the Christmas - New Year's holiday period due to lack of snow and visitation.

## MEMORANDUM

**TO:** Bobby Magee  
General Manager

**FROM:** Adam Cripps  
Assistant Director of Finance

**SUBJECT:** Status Report for March 2024 – Finance/Accounting

**DATE:** April 10, 2024

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### Finance and Accounting

Audit for the Year Ended June 30, 2023: The Accounting team, with Davis Farr have produced an Annual Comprehensive Financial Report (ACFR). March 29, 2024, meeting the deadline given to IVGID to turn in copies of the audit report by the Department of Taxation of March 31, 2024, the ACFR was submitted to the Department electronically and by mail.

Forensic Audit: Staff continues to respond to inquiries from RubinBrown.

Tyler Enterprise (Formerly Known as Munis) Implementation Project: This item was identified by the Board on August 24, 2023 as the Finance Department's top priority of special projects.

- Enterprise/Munis Workflow project: Collaboratively working with the Information Technologies department, framework for better leveraging Enterprise ERP through workflows has begun. This process is very labor intensive, but once complete will streamline processes for better efficiency District-wide.
- ERP System Internal Controls: The team continues to evaluate proper controls within the system and work with departments on appropriate levels of access for varying positions within the organization. This continues and expands deeper with the workflow project.

Internal Controls Project: Baker Tilly staff has been asked to review the current state of internal controls throughout IVGID operations with the expectation of making recommendations regarding these controls at a policy level, based on industry standards and best practices. Draft baseline reports have been provided to staff for review.

Finance staff, as a form of cross-departmental collaborative outreach, delivered holiday treats to each of the District's departments in honor of St. Patrick's Day. Pictured below, we caught a couple of Finance staff with treats at the end of the rainbow.



Finally, the Finance team, working with Human Resources filled the vacant Revenue Technician position.

**MEMORANDUM**

**TO:** Bobby McGee  
General Manager IVGID District

**FROM:** Timothy Sands  
General Manager of Golf Operations

**SUBJECT:** Status Report for March 2024 – Golf Operations

**DATE:** April 3<sup>rd</sup>, 2024

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**Golf Operations Update - (March 2024)**

- Upcoming Board of Trustee meeting to review and approve 2024 rates
- Interviews are being conducted to fill seasonal staff
- Operations are under review for financial transparency and management
- Approved project list under review with Budget team for upcoming action
- Creating a strong revenue collection process with F/B & Golf Tournaments (ensuring billing/revenue is going to the proper accounts)
- Starting the process of building new systems to obtain records of profit and loss in a more efficient manner

## **M E M O R A N D U M**

**TO:** Bobby Magee, General Manager  
**FROM:** Erin Feore, Director of Human Resources  
**SUBJECT:** Monthly Venue Manager Status Report  
**DATE:** April 2, 2024

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The Human Resources team continues with recruitment efforts for ongoing seasonal staffing and full-time/year-round staffing needs. Our Talent Acquisition Specialist continues to manage the recruitment efforts for the District and has reported the following Open/Filled positions:

### **Filled**

District General Manager  
Revenue Office Technician  
Customer Service Clerk  
Controller

### **Openings**

HR/Recruitment Assistant (pending hire – April, 2024)  
Payroll Generalist (pending hire – April, 2024)  
Contracts & Purchasing Manager  
Lift Technician  
SCADA Instrumentation Technician  
Senior Accountant  
Senior Engineer (pending listing – April, 2024)

The Human Resources team continues to support the District operations with ongoing new/rehire processing, terminations of employment, etc.

March is typically void of regional job fairs, given the unpredictability of the weather; however, the team was able to meet with soon-to-be-outgoing Ski personnel to discuss Spring/Summer operations and job openings. We've already noted success with this meeting as we've had a number of current Ski staff apply for Parks & Recreation and Golf positions. There are three regional job fairs scheduled so far for the month of April.

District required training continued throughout the month of March; further, the Senior HR Analyst and HR Director met to discuss quarterly management training opportunities; we have begun to research both required and important topics, as well as District specific topics to keep the management staff engaged with Districtwide operations and expectations.

The March Attrition Report is as follows:

<b>Month</b>	<b>Start Ttl # of EE's</b>	<b>Hired*</b>	<b>Ttl Term EE's</b>	<b>End Ttl # of EE's</b>	<b>Avg # of EE's</b>	<b>Attrition Rate</b>
January, 2023	496		12	484	490	2.419
February, 2023	470		27	443	456.5	5.745
March, 2023	479		59	420	449.5	12.317
April, 2023	448		129	319	383.5	28.795
May, 2023	422		51	371	396.5	12.085
June, 2023	459		12	447	453	2.614
July, 2023	467		17	450	458.5	3.640
August, 2023	462		64	398	430	13.853
September, 2023	408	11	46	373	390.5	11.275
October, 2023	373	32	51	354	363.5	13.673
November, 2023	354	168	10	512	433	2.825
December, 2023	512	80	19	573	542.5	3.711
January, 2024	573	27	25	575	574	4.363
February, 2024	574	11	21	564	569	3.659
March, 2024	569	14	45	538	553.5	7.909

Note: per recommendations for clarity in reporting, we have outlined both hired and terminated employee counts. It should be understood that these numbers may change based on the timing of this report.

## **M E M O R A N D U M**

**TO:** Bobby Magee  
District General Manager

**FROM:** Shelia Leijon  
Director of Parks & Recreation

**SUBJECT:** Venue Status Report – Parks & Recreation – March 2024

**DATE:** April 10, 2024

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### **Parks & Rec Budget Process Update**

Throughout the month of March, Staff provided the finance department with the 2024 2025 preliminary budget uploads. This included staffing proposals as well as a revenue and expense forecasts. Staff continues to fine-tune budget entries alongside the finance team.

### **Aquatics**

Late winter and spring Swim Lessons and Swim Team continue at the Recreation Center.

#### **Current Offerings**

Swim Lessons - 21

Pre-Swim Team - 11

NNA Swim Team - 11

Youth Swim Clinic - 3

**Staff Safety Training** – Staff is working with the Safety Specialist to provide training for aquatics staff in the administration of Narcan and application of tourniquets.

Staff continues to work with PW, Buildings Superintendent for ongoing maintenance of the 30+ year-old natatorium.

### **Beach Operations**

Limited staffing for Summer Beach Operations is in progress. Hours of operations will expand to full-time based on the availability of seasonal staff. The Community Services Ambassadors will continue to provide oversight of the beaches through the “soft opening” of the beaches. Staffing at all three beaches is anticipated to be in effect by April 26.

In March, a successful test program of RFID access at Burnt Cedar took place. Next steps in the RFID access process is to provide the community with a comprehensive overview of the process and begin issuing new passes to the larger community.

**Parks & Open Spaces**

Late winter storms continued through March extending winter ops for the Parks Team.

Parks Staff and the District’s Safety Specialist are working together on the District’s Parks & Rec tree management/safety plan, currently at the beach venues. As snowfall subsides, the tree management process will expand to additional Parks & Open space venues throughout the District (see Tennis Pickleball for the Tennis Pickleball Center’s tree update).

Staff began the process of refurbishing the engineered wood fiber surfacing material at IB and BC playgrounds. While this material is aesthetically pleasing, it is also highly rated for safety and fall risk management and is ADA compliant (wheelchair accessible). 85 yards of wood fiber was used in the current refurbishing project.

**Recreation Center**

The first weekend of March brought several feet of snow and high winds requiring closure of the Rec Center on Saturday, March 2. Operations resumed on Sunday, March 3.

The following is a list of projects scheduled to be completed in FY 2023 2024.

Paint and Patch Exterior - Blue Collar CIP	36,000.00
Auto Flush Replacement – Andy Operating	3,500.00
Sauna Floor Replacement – Andy Operating	800.00
P&R Counter Flooring repair & recoat – Legacy Operating	6,200.00
Replacement Wall Pads for far side of gym Operating	In house repair
Pull Curtain in Gymnasium (estimate) - old quote from FSI - P is getting quote – pushed to next year 2024.2025	10,000.00
Window Covering replacement in Cardio/Strength Room Downstairs - operating	3,000.00
Paint for Zone Room	425.00
Carpeting for upper stair landing	3500.00
Zone Flooring replacement	Quote pending
Aquatic Observation Deck carpet replacement	Quote pending
Sierra Filtration - 3 or 4 x per year, plus interco until Cesar can do it.	850.00
Group Fitness Forever Marley Flooring CIP	36000.00

The following are the proposed CIP for FY2024 2025 :

- Re-plaster Pool
- Pool Deck/Floor Re-coat and Ceiling Improvements
- Pool Starter Block Replacement
- Diving Board Replacement
- Reseal Ceiling in Natatorium



### **Community Services Admin**

Staff is working with IT to transition from the current Vermont Parks & Rec Software to RTP. They successfully implemented the test process for RFID access at Burnt Cedar Beach for Goose Patrol Dog Recreation Passholders and are working with Marketing on the educational campaign for the RFID process.

Suspension of Recreation Privileges due to non payment of assessment completed March 23.

The 2024 2025 Kayak/Paddleboard rental process started in March. The process will be completed by April 15.

### **Recreation Program March Offerings**

#### **Youth**

Youth Dance Programs (4 offerings)

Tumblers (2 age groups)

Ninja Warriors (4 age groups)

Gymnastics (2 age groups)

Indoor Soccer

Preschool Playground

#### **Adult**

Ballet

Splashes and Glasses

Indoor Pickleball

Popular Line Dancing

Co-ed Volleyball

Lunch-Time Pickup Basketball

#### **Senior**

Conversation Café

55+ Snowshoing

55+ Ski Clinics

55+ Fitness and Strength Classes

55+ Cross Country Skiing

#### **Community Programs**

Twilight Snowshoes – Canceled due to weather

### **Tennis Pickleball Center**

Staff has worked with the Pickleball Committee to formulate a pricing recommendation that includes some of the innovative suggestions brought forward by committee members.

The five leader tree in between Tennis Courts 5, 6, 7, and the Pickleball Center was reviewed by Arborist Molly Sinnot. The report and recommendation is

included as Exhibit A in this report. Staff is working to comply with the recommendation of trimming and saving the legacy tree.

### **Ordinance 7**

Staff is in the process of compiling recommended Ordinance 7 changes to be brought to the Board of Trustees in open session. As required in the Ordinance as Exhibit B, you will find preliminary Recreation Card and Punch Card issuance and usage data and Punch Card revenue by venue from July 1, 2023 to April 1, 2024.

### **Dog Park**

Staff is pleased to announce that, in his new role as General Manager, Bobby Magee will engage with the GM's Advisory Committee on a Dog Park. As a prudent measure, Staff is working to stay informed and updated on the progress on the Truckee Meadows Public Lands Management Act currently before congress. Should the District receive the National Forest Service Lot previously considered as a Dog Park Venue, Staff recommends adding this venue option to the Dog Park survey.

## Exhibit A

### SINNOTT CONSULTING ARBORIST

Post Office Box 3293  
Carson City, NV 89702  
775.721.1231  
sincon@sbcglobal.net



March 15, 2024

#### PINE TREE ASSESSMENT IVGID TENNIS / PICKLEBALL CENTER INCLINE VILLAGE, NEVADA

Tree Species: Jeffrey Pine, *Pinus jeffreyi*  
Tree Quantity: One (1)  
Tree Size: 48" dbh (diameter breast height)  
Tree Health: Good health as of both assessment dates  
Assessment Date: February 23, 2024 and March 13, 2024  
Conclusion: The level of risk due to the potential for future tree failure appears low. Remove broken and dead branches in the crown, prune the codominant stem to clean wood.



Red arrow indicates subject tree February, 2024.

### Assessment

The assessed Jeffrey pine tree has multiple stems and had one codominant stem in the crown that partially failed February, 2023. The remainder of the same codominant stem (red arrow) failed during the recent wind and snow event, March, 2024. These storm events were not normal to Tahoe Basin weather conditions, they resulted in abnormal snow load and abnormal wind load occurrences.

Trees with multiple stems develop response growth to build compression wood to compensate for the multi-stems. As seen below, this tree shows ample response growth, good health and vigor.



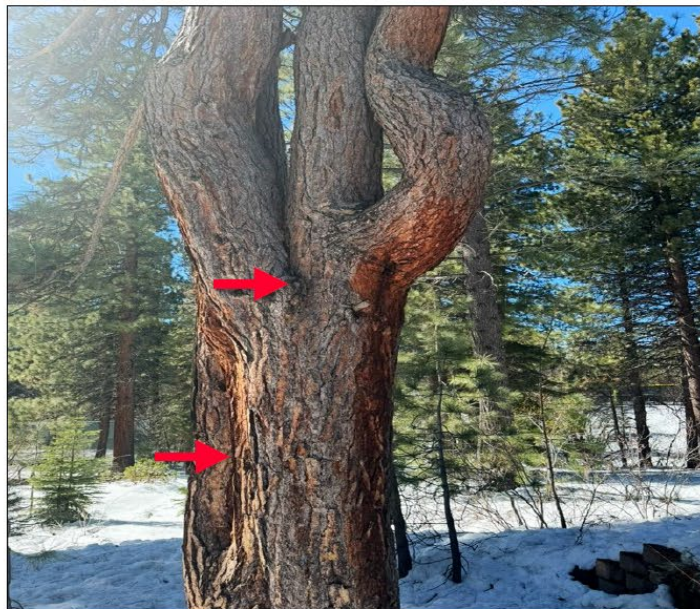
Sinnott Consulting Arborist

March 15, 2024

Photos below show close ups of the codominant stem (red arrows) that failed during the storms. Making a cut at an angle below the fractured wood will allow healing to be promoted. An angle cut will also promote rain and snow to run off and not sit and possibly rot tissue at the cut.



Photos below show the multi-stem structure of the subject tree. Top photo shows the tree in February, 2024, with solid seams. Bottom photo shows the tree in March, 2024, with solid seams. The multi-stems exhibit no signs of pulling apart, cracked or open seams following the impact of these abnormal wind and snow events.



Sinnott Consulting Arborist

March 15, 2024

Photo below shows examples of heavy, broken branches (red arrows) and dead branches (blue arrow) recommended to be removed to prevent injury to someone below if they were to break free and fall downward.



IVGID, Incline Village, NV

Page 6 of 7

### Conclusion

- As of the date of this assessment, this tree indicates no sign of failure.
- To live with trees is to accept the risks, no tree is 100% safe.
- Codominant stems are a frequent occurrence in the Tahoe Basin, usually due to snow and/or ice loads breaking out the crown and new, competing crowns developing.
- Trees surround the Recreation Center tennis / pickleball courts, the pathways to them and the parking lot.
- The level of risk appears minimal for normal, not abnormal weather events.
- The occupancy of the courts is normally minimal, if at all during abnormal snow and wind events.
- The likelihood of failure in normal wind and snow is possible but not probable.

### Recommendations

- No residual risk means removal of the tree.
- Residual risk is retaining the tree, as with retaining any tree in the vicinity of the courts, pathways and parking lot.
- If the tree is to be retained:
  - Remove broken and larger dead branches. Do not crown clean, open up or strip the crown, do not remove (strip out) all small dead twigs within the crown.
  - Angle cut the frayed wood away from the sun, below the point of failure in the crown of the tree.
  - Allow only a **qualified** tree service to perform any work in the crown of the tree, do not allow any climbing hooks to be used to enter the tree.
  - Annual monitoring of the tree is recommended.
  - Monitoring of the tree is recommended after any excessive snow and/or wind event.



Molly Sinnott  
International Society of Arboriculture  
Certified Arborist #WE-0369A

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Sinnott Consulting Arborist

March 15, 2024



**ASSUMPTIONS AND LIMITING CONDITIONS**

1. Any ownership to property provided to the consultant is assumed to be correct. Any and all property is evaluated as though free and clear. Property is assumed to not be in violation of any applicable codes, ordinances, statutes or other governmental regulations.
2. Care has been taken to obtain all information from reliable sources. Site and tree information provided to Sinnott Consulting Arborist for this report has been obtained from Incline Village General Improvement District Parks and Recreation, Incline Village, Nevada.
3. The consultant shall not be required to give testimony or to attend meetings, hearings, or trials by reason of this report unless subsequent contractual arrangements are made.
4. Loss or alteration of any part of this report invalidates the entire report. Possession of this report or a copy thereof does not imply right to publication or use for any purpose by any other than the person to whom it is addressed without the prior expressed written or verbal consent of the consultant.
5. This report represents the opinion of the consultant and the consultant's fee is in no way contingent upon the reporting of a stipulated result, the occurrence of a subsequent event, nor any finding to be reported.
6. Information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection. There is no warranty or guarantee, expressed or implied that problems or deficiencies of the plants or property in question may not arise in the future. The consultant has no past, present or future interest in the removal or retaining of any tree.
7. Photographs in this report are intended for use as visual aids, are not necessarily to scale, and should not be construed as engineering or architectural reports or surveys. The reproduction of information on any photographs is only for coordination and ease of reference. Inclusion of said information with any drawings or other documents does not constitute a representation as to the sufficiency or accuracy of said information.
8. Unless otherwise expressed this report covers only examined items and their condition at the time of inspection. The inspection is limited to visual examination of accessible items without dissection, excavation, probing, or coring. There is no warranty or guarantee, expressed or implied, that structural problems or deficiencies of plants or property may not arise in the future.
9. No warranty is made, expressed or implied, that problems or deficiencies of the tree(s) or the property will not occur in the future, from any cause. The Consultant shall not be responsible for damages or injuries caused by any tree defects, and assumes no responsibility for the correction of defects or tree related problems.
10. The owner of the trees may choose to accept or disregard the recommendations of the Consultant, or seek additional advice to determine if a tree meets the owner's risk abatement standards.
11. Opinions contained herein are the independent and objective judgments of the consultant relating to circumstances and observations made on the subject site.



Molly Sinnott  
ISA Certified Arborist #WE-0369A

**Exhibit B**

**Preliminary Pass Issuance and Usage July 1, 2023 through April 1, 2024**

Active Recreation Passes	Total Active Recreation Passes
Beach	21102
No Beach	756

Recreation Pass	Issuance
Beach	3363
No Beach	120
Beach/No Golf	217
No Beach/No Golf	0

Punch Card Issuance	Issuances
Beach	3621
No Beach	5
Beach/No Golf	1288
No Beach/No Golf	0

Punch Cards Usage by Venue	Revenue
Rec Center	\$ 928.00
Beaches	\$ 413,250.00
Golf	\$ 16,745.00
Ski	\$ 75,814.00

## **M E M O R A N D U M**

**TO:** Bobby Magee  
District General Manager

**FROM:** Kate Nelson  
Interim Director of Public Works

**SUBJECT:** Public Works February 2024 Monthly Report

**DATE:** April 4, 2024

***California Water Environment Association (CWEA) Annual Awards:***

Mechanical Technician: Person of the Year - Bob Olsen

Electrical Instrumentation: Person of the Year - Bryan Kambitsch

Pretreatment Pollution Prevention (P3): Person of the Year - Jeff Donahue

Community Engagement and Outreach: Person of the Year - Sarah Vidra

Safety Plant of the Year: Medium - IVGID

***Special Projects:***

Public Works is working on developing the Lead Service Line Inventory as required by NDEP/EPA Lead and Copper Rule. PW is currently asking all homeowners to fill out the survey found using the following link. There is also a video and information to help guide the homeowner on how to find their water service line pipe material type.

Use this link for more information, view an informational video, and to get to the survey:

[Public Works Lead & Copper Rule Survey | Incline Village General Improvement District - IVGID - Incline Village, Crystal Bay, Lake Tahoe \(yourtahoeplace.com\)](#)

***Engineering Summary of Projects:***

Note the Engineering Department only has 2 full time employees to manage all FY23/24 Capital Improvement and Capital Expense Projects (Effluent Pipeline & Storage Tank PM remains with HK) – as a result projects have been evaluated for priority and schedules have been adjusted - Senior Engineer position to be advertised in April

- Capital Investment Committee – Snowflake Lodge Needs Assessment Update/Owner's Programing, Carry Forward Project and YR 1 of 5 YR CIP review
- Hold for Funding/Permitting/Contract – Bike Park
- RFP/RFQ – Skate Park Enhancement (Award 4/10), Rec Center HVAC Evaluation (Award 4/24), Spring Pavement Maintenance
- Planning – Boat Ramp Evaluation, Fire Hydrant Replacement, Ski Way Pavement Rehabilitation, Incline Beach House, DP /Grease Interceptor/Fuel Tank/Upper Parking Lot Pavement
- Design – Burnt Cedar Emergency Fuel Tank Replacement, DP Electrical Service Entrance
- Bidding – SPS#5 Wetwell & Manhole Coating, Alder Ave Waterline Replacement (Award 4/10)
- Construction – Reservoir Coating R5-3A R5-3B (early summer 2024), Mountain Golf Cart Path Phase II (spring 2023), Meter Register & Transponder Installation (meters on order), Snowmaking/Pump Station Improvements, SPS #1, Effluent Storage Tank (5/1/24), Effluent Export Pipeline (5/1/24)

- Construction Complete – Crystal Peak Waterline Replacement, Fall Pavement Maintenance, Effluent Export Pipeline (GMP 1), Utility Adjustment in NDOT ROW, Wetlands Improvements, Mountain Golf Cart Path Phase II (fall 2023 work) and Phase III, Diamond Peak Kitchen, Burnt Cedar RFID Pedestrian Gate Access

**Water/Wastewater Treatment:**

- Water Production – Total 27.046 MG, Daily Avg 0.902 MGD, Daily Max 1.844 MGD
- Wastewater Processed - 32.045 MGD, 1.034 MGD Daily Avg., 1.138 MGD Daily Max
- Total Call Outs – 13

**Pipeline:**

- Water Leak Repairs – 2
  - Crew also assisted with repair at Hwy 28 valve replacement
- Fire Hydrant Repair - 1
- After Hour Service Calls – 7 (16 hrs OT)
- Change out 49 meter transponders – work being done by meter reader with assistance as needed by pipeline
- Snow Removal at District Venues (307 hours)

**Compliance:**

- Backflow tests – 55
- Plan Checking – 23

**Waste Not:**

- Spring Events – 3 Regional Earth Days, Snapshot Day 2024, June 1 Community Cleanup
- HHW & E-Waste – Closed for Season
- Solid Waste Ordinance 1 Violations March: 8 reviewed by staff (2 warnings, 1 violation issued)
- Waste Management's Curbside Pine Needle Recycling Dates: May 6 – July 19 & September 30 – November 1
- Electric deterrence mitigations for bear issues at Aspen Grove completed

**Fleet:**

- Preventative Maintenance Hours – 300
- Corrective Maintenance Hours – 556
- CIP Projects Hours – 0

**Laboratory:**

- Potable Water Testing
  - System Samples Taken – 15
    - Total Coliform (#CFU/100mL) – 0
    - Avg. Total Res CL2 (mg/L) – 1.0
  - Outside Samples Taken – 1
- Wastewater Testing
  - Bacteriological Samples (Spooner Pump Station) – 4
  - Monthly Avg. Total Res CL2 (Spooner Pump Station) – 3.4 mg/L
  - Total Monthly TSS Analysis – 5
  - Total Monthly BOD Analysis – 4
  - Total Phosphorus Analysis - 1

**Major Capital Improvement Project Status**

- Effluent Pipeline Replacement Project GMP 2
  - CMAR Contract approved by Board 12/13/23
  - RFQ for Inspection and Testing Services Award BOT 4/10/24
  - Partnering meeting (Granite, IVGID NDOT) held 4/3/24
  - Pre-Con Meeting (4/25/24)

- Effluent Storage Tank Project
  - CMAR Agreement approved by BOT 3/28/24
  - Anticipate Pre-Con Meeting around 4/15/24
- Incline Beach House
  - Progress Meetings ongoing
- Skate Park Enhancement
  - Award of Design Build to BOT 4/10/2024

Public Records Request Log

Friday, April 5, 2024

Due Today:  
Overdue:

0  
0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-001	1.0 hrs	Complete	Sunday, December 31, 2023	Dobler, Cliff	Please provide for my examination a listing of all charges to capital account #4899F1202 Rec Center Locker Room Improvements. The total amount charged to the account for fiscal year June 30, 2023 was \$1,176,820.	1/8/2024		Parks, Rec. & Beaches
24-002	30 minutes	Complete	Wednesday, January 3, 2024	Kahrs, Linda	Please provide a copy of the contract and/or letter of agreement for whomever and/or firm that has been hired to conduct any employee investigations within the last 6 months.	1/10/2023		Human Resources
24-003	30 minutes	Complete	Thursday, January 4, 2024	Kahrs, Linda	Please provide the Entity Involvement reports have not included the Audit Committee members, specifically Mr Nolet and Mr Brandel. May I please have their reports as required in the policy?	1/15/2023		Clerk
24-004		Complete	Friday, January 5, 2024	Kahrs, Linda	I would like to receive the quarterly report prepared by the IGM on the Whistleblower complaints as required in the policy. I believe there should be at least 2 reports - July to September and October to December	2/14/2024		General Manager
24-005	1.5 hrs	Complete	Friday, January 5, 2024	Dobler, Cliff	According to sworn testimony by Kevin McKowen, an IVGID resident, in a hearing on 12-26-2023 regarding case no: IHS23-00021 please provide a copy of all documents within the 3 1/2 inch file for my review. I would assume that if Mr. McKowen is aware or has reviewed the documents within the 3 1/2 file then I certainly should be privy to the documents.	1/25/2025		Human Resources
24-006	1.0 hrs	Complete	Friday, January 5, 2024	Dobler, Cliff	Please provide for my examination copies of the \$11,874 in charges and related reports to capital project account 1099L1504 which occurred in fiscal 2015. The account is described as Development Lots for Resale.	2/1/2024		Human Resources
24-007	1.0 hrs	Complete	Saturday, January 6, 2024	Gumz, Joy	provide by email a copy of the General Ledger for July 1, 2022 - to date. Please provide all funds, all accounts. 2) Here are the additional questions that followed: Are all Accounts loaded? with the correct balances? For example, I do not see these accounts OBJ - DESCRIPTION: 1813 Service Equipment; 1814 Office Equipment; 1815 IT & Communications Equipment; 1816 Vehicles 3) It has now been over two months - and I have not received an answer on why the General Ledger was out-of-balance by about \$3.9 MILLION dollars. If you and staff have no answer - please provide the General Ledger as of June 30, 2023 as a public records request. 4) Please provide by email a copy of the FY 2024 Detail General Ledger. A request was made in 2023 - and has not yet been filled.	1/22/2024		Accounting/ Finance
24-008	1.5 hour	Partial	Saturday, January 6, 2024	Wells, Kristie	I would like to receive copies of all of the Director of Information Technology emails from 11/1/2023 to 12/31/2023 going to and from any/all Trustees. I would also like a list of all telephone calls, using either their personal phone and/or District phone. This would be incoming and outgoing and would include text messages. This is just a listing with dates and times. The date of this request is Saturday, January 6, 2024 as I am not able to fill that in electronically on this form.	3/11/2024		General Governance

Public Records Request Log

Friday, April 5, 2024

Due Today: 0  
Overdue: 0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-009	30 Minutes	Complete	Monday, January 8, 2024	Katz, Aaron	1. Billings from BB&K re: review/approval proposed HDR Engineering contract for update to water/sewer rate study - agreement included in Board packet for Jan 10, 2024 meeting; 2. E-mails/other writings between BB&K/IVGID staff reviewing/approving/explaining proposed agreement referenced in paragraph 1 above; 3. E-mails/other writings between anyone at IVGID/BB&K asking BB&K	1/12/2024		Public Works
24-010	30 Minutes	Complete	Monday, January 8, 2024	Dobler, Cliff	Request Granite IVGID correspondence, Diamond Peak Walk in Cooler and Prep area	1/17/2024		Public Works
24-011	10 Minutes	Complete	Thursday, January 11, 2024	Kahrs, Linda	Please send me pdf copy via email of the executed contract with RubinBrown LLP	1/19/2024		Accounting/ Finance
24-012		Partial	Thursday, January 11, 2024	Wells, Kristie	I would like copies of all of the Interim Director of Finance emails from 11/1/2023 to 1/10/2024 going to and from any/all Trustees as well as any communication Interim Director of Finance had with the Audit Chairman Chris Nolet. This includes a list of all telephone calls, using either their personal phone and/or a District phone. This would be incoming and outgoing and would include text messages. This is just a listing with dates and times. The date of this request is 1/11/2024.	3/11/2024		General Governance
24-013			Thursday, January 11, 2024	Homan, Mick	Please provide all emails, texts and/or other documentation sent to/received by Sara Schmitz, Matthew Dent, IVGID Human Resources, and/or other IVGID Staff or legal counsel regarding public forums, the recall petition, and/or IVGID beaches from June 15, 2023 to August 1, 2023. Please provide all emails, texts, and/or other documentation sent to/received by Sara Schmitz, Matthew Dent, Human Resources and/or IVGID Staff or legal counsel regarding the issuance of picture passes to residential parcels owned by any legal entity other than an individual or couple from May 1, 2023 to June 30, 2023	2/15/2024		General Governance
24-014	1.1 hrs	Complete	Friday, January 19, 2024	Wright, Frank	Do criteria refer to the authority to make payments to IVGID or other veterans club? How were these payments made? Check, cash, money order? Debit card?	01/25/2024		Accounting/ Finance
24-015	30 Minutes	Complete	Friday, January 12, 2024	Katz, Aaron	Let's address the public records request to include copies of invoices and amount of time, description of services, hourly rate applied, out of pocket costs incurred) associated with: 1. Communications with HDR Engineering pertaining to an update of last June's (2023's) water/sewer rate study; 2. Familiarity with and researching water/sewer rate studies in anticipation of her request the Board authorize an update to last June's water/sewer study; 3. Preparation of staff memo and attachments included in Board packet for January 10, 2024 meeting; 4. Preparation for presentation of this agenda item to the Board on January 10, 2024; 5. Actual presentation of this agenda item to the Board on January 10, 2024.	2/9/2024		Public Works
24-016	10 Minutes	Complete	Tuesday, January 16, 2024	Homan, Mick	Please provide me with the updated terms and conditions and/or scope of services that led to the revised contract pricing that to exceed \$350,000", as referenced by Mr. McGee and Trustee Tulloch during the aforementioned meeting.	1/23/2024		Accounting/ Finance

Public Records Request Log

Friday, April 5, 2024

Due Today: 0  
Overdue: 0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-017	1.5 hrs	Complete	Tuesday, January 16, 2024	Dobler, Cliff	Please provide for my examination any and all invoices and all change orders from vendors who were engaged on the capital project #489FF1202. This would be for all fiscal years and according to the 10/25/2023 carryover report prepared by Magee the costs were \$1,176,820.	1/23/2024		Accounting/ Finance
24-018	10 Minutes	Complete	Tuesday, January 16, 2024	Dobler, Cliff	Please provide for my examination the contract and scope of work with RubinBrown regarding the forensic audit.	1/23/2024		Accounting/ Finance
24-019	30 minutes	Complete	Friday, January 19, 2024	Dobler, Cliff	Please provide for my examination the Incident report filed by Darren Howard regarding a purported incident on 9-15-2020 between Mr. Howard and myself. Please provide for my examination the Incident reports, I assume, filed by the Golf shop staff member, the Head Golf Pro and the IVGID Merchandising Manager reported to Mrs. Dee Carey on June 2, 2020.	2/7/2024		Human Resources
24-020	10 Minutes	Complete	Sunday, January 21, 2024	Cat	Please email me a PDF copy of the negotiated scope of work AND negotiated terms and conditions as mentioned by Trustee Tulloch at the 1/10/2024 Board meeting.	1/29/2024		Accounting/ Finance
24-021	15 Minutes	Complete	Friday, January 19, 2024	Katz, Aaron	1. Writings originating from IVGID offering Bobby Magee/his firm the position of interim finance director for IVGID. 2. Writings originating from Bobby Magee/his firm accepting the position of interim finance director for IVGID. 3. Writing evidencing agreement between Bobby Magee/his firm and IVGID insofar as the former's services as interim finance director for IVGID. 4. To the extent Bobby Magee's/his firm's compensation and expense reimbursements are concerned, as the interim finance director for IVGID is concerned, and if not included in the writing referenced in paragraph 3 above, I would like to examine writings evidencing Bobby Magee's/his firm's right to compensation and expense reimbursements from IVGID as its interim finance director is concerned. 5. To the extent the term of any agreement referenced in paragraph 3 above is concerned, and its termination, are not addressed, I would like to examine writings evidencing that term and its possible termination.	1/26/2024		Accounting/ Finance
24-022	10 Minutes	Complete	Tuesday, January 23, 2024	Cat	Please provide a PDF copy of the Notice to Proceed issued to RubinBrown LLP.	1/29/2024		Accounting/ Finance
24-023	10 Minutes	Complete	Monday, January 22, 2024	Gumz, Joy	Update and Explain 8 digit expense organization G/L Code	1/29/2024		Accounting/ Finance
24-024	15 Minutes	Complete	Wednesday, January 18, 2023	Katz, Aaron	To Bobby Magee - What is your/firm's compensation and benefits as interim director of finance for IVGID? And for how long? Do you/does your firm regularly submit invoices for payment and if so, to whom? Do you or does your firm have a written agreement with the District that provides therefore? And if so, would you mind sharing it? Were you offered your current position with IVGID via a writing and if so, would you mind sharing it?	1/25/2024		Accounting/ Finance
24-025	1 Hour	Complete	Monday, January 29, 2024	Gumz, Joy	1. Audited Financial statements from fiscal year 1968, fiscal year 1969, fiscal year 1976, fiscal year 1977, and fiscal year 1985. 2. The "Official Statement" for bonds issued in 1968 and 1976. An "Official Statement" is the Information packet required by the securities & exchange commission when municipal bonds are issued 3. The Job description for "Principal Engineer" (Public Works).	3/7/2024		Accounting/ Finance



Public Records Request Log

Friday, April 5, 2024

Due Today: 0  
Overdue: 0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-026	15 Minutes	Complete	Tuesday, January 30, 2024	Bratcher, Becky	Copies of the Winning Statements of Qualification for the following 2 projects: Utility Master Plan (2022) Farr West Engineering, Effluent Pipeline and Pond Lining Projects 2021, HDR engineering, Jacobs Engineering Group	2/6/2024		Public Works
24-027	10 Minutes	Complete	Wednesday, January 31, 2024	Cat	May I have the Baker Tilly invoice listed on the most recent Treasurers Report in the 1/31/2024 packet.	2/1/2024		Accounting / Finance
24-028	10 Minutes	Complete	Thursday, February 1, 2024	McKowen, Patricia	Human Resources Cliff Dobler File which is now public Record.	2/8/2024		Human Resources
24-029	Not Recorded	Complete	Friday, April 12, 7737	Schmitz, Sara	Account Creation - Request	2/14/2024		General Governance
24-030			Monday, February 19, 2024	Miller, Judith	Please provide a list (pdf) Showing the job title, job class (e.g. FTYR, PTYR, etc), grade and FTE's for each of the budgeted positions listed for 2023-2024 on pp.549-553 of the 5/25/23 Board Packet. I already have the table of salary levels, but never received the list containing the position title, class, grade and FTE's (like the one that had been provided in previous years) that I originally requested in July of 2023 and again in February 2024. The list in last year's packet only contained the job title and FTE's.	3/11/2024		Human Resources
24-031			Tuesday, February 20, 2024	Miller, Judith	IVGID's website states "The Senior Transportation Program is a collaborative effort provided by IVGID Senior Programs, Washoe County, NDOT and RTC." Please provide records evidencing any and all financial contributions from Washoe County, NDOT and RTC specifically for IVGID's Senior Transportation Program since July 1, 2022 to the present.	3/11/2024		Parks, Rec. & Beaches and Finance Department
24-032	30 Minutes	Complete	Saturday, February 24, 2024	Wells, Kristle	Please provide the Consulting Agreement and Compensation Plan for Interim Director of Finance, Bobby Magee. I understand IDF Magee, based on his own words, was referred to IVGID by someone at Baker Tilley. Baker Tilley was then paid a \$10,000 "finders fee." I have not seen anything else related to IDF Magee being hired, or any documents that state what his current compensation is as a consultant to IVGID. This has been asked, twice, by Aaron Katz, and I do not believe this request has been fulfilled. Please provide a copy of the agreement between IVGID and IDF Magee that fully outlines his role, responsibilities, and the compensation he receives in exchange for the work provided to the District. I would expect there to be a clear term of engagement, an exact amount of compensation that was agreed to, and any additional benefits that were to be provided. Please provide copies of the invoices that have been submitted by IDF Magee or any firm or person representing him seeking payment from IVGID, including those that pertain to general compensation as well as any expense reimbursement that has been requested since he started working with the District.	3/4/2024		Human Resources

Public Records Request Log

Friday, April 5, 2024

Due Today: 0  
Overdue: 0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-033	1 hour 30Min	Complete	Saturday, February 24, 2024	Wells, Kristie	Please provide the exact total that will be paid to Maupin Cox & LeGoy for the investigation they conducted on an employee (reference engagement letters dating November 17, 2023, and December 18, 2023, that were posted in the PRR 24-2). I would like to know the exact amount billed and what is owed for the completion of this investigation. I would also like to know how many investigations have been requested by the BoT since June 2020.	3/11/2024		Accounting/ Finance
24-034	45 Minutes	Complete	Thursday, February 22, 2024	Katz, Aaron	Erin Feore shared with me that there's an electronic form for an employee to request vacation time. And there's the same for his/her supervisor to approve. And that's what I want to examine. Tim Kelly's requests/approval by his superior(s) approvals for vacation time/sick leave since July 1, 2022. And most specifically for last week and this week (Week ending on 02-17-2024). And if I haven't asked precisely for the records to examine which will result in what I want to examine, then you have a duty to help me frame my request accordingly. So hopefully my request is sufficient, but if it isn't... I want to see documents evidencing all of Tim's vacation days and sick days since July 1, 2022	2/29/2024		Human Resources
24-035	45 Minutes	Complete	Tuesday, March 5, 2024	Craig, Morley	I write to request access to and a copy of service contract for IVGID Household Hazardous waste and electronic waste collection and disposal services (along with vendor submittals to the proposal request) that covers your household hazardous waste service. If you do not have a current contract, please provide copies of invoices related to household hazardous waste service. Time frame requested is from current to previous 2 years. I, I will expect your response with five (5) business days. See Nev. Rev. Stat. Sec. 239.0107. Thank you for your assistance.	3/12/2024		Public Works
24-036	45 Minutes	Complete	Tuesday, March 5, 2024	Yadav, Kaja;	I write to request access to and a copy of service contract for IVGID Household Hazardous waste and electronic waste collection and disposal services (along with vendor submittals to the proposal request) that covers your household hazardous waste service. If you do not have a current contract, please provide copies of invoices related to household hazardous waste service. Time frame requested is from current to previous 2 years. If your agency does not maintain these public records, please let me know who does and include the proper custodian's name and address. As provided by the open records law, I will expect your response with five (5) business days. See Nev. Rev. Stat. Sec. 239.0107	3/12/2024		Public Works
24-037	1 Hour	Complete	Friday, March 8, 2024	Wells, Kristie	I would like to receive all emails sent to anyone by Trustee Sara Schmitz that contain the following words or phrases: Director of Parks and Recreation; Director of Administrative Services; Sheila Leijon; Susan Herron The time period would be from June 1, 2023 to present day, March 9, 2024.	Partial/ in process		Clerk
24-038	10 Minutes	Complete	Monday, March 11, 2024	McKowen, Patricia	I am requesting a copy of Chris Nolet's resignation letter as the Chair of the Audit Committee.	3/15/2024		Human Resources
24-039	15 Minutes	Complete	Monday, March 11, 2024	Kern, Rick	How can I get an update on the status of the IVGID bank reconciliations? I don't want to ambush anyone at the meeting, but I'd like to know if we are now reconciled through February 2024, and if not, thru what month are we reconciled, and the amounts of any outages/discrepancies.	4/1/2024		Accounting/ Finance

Public Records Request Log

Friday, April 5, 2024

Due Today: 0  
Overdue: 0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-040	3 Hours	✓	Tuesday, March 12, 2024	Terry, Erron	Any and all emails from or to Shelia Leijon regarding IVCBA for the last 12 months.	Partial/ in process		General Governance
24-041	4 Hours 30 Minutes	✓	Thursday, March 14, 2024	Kahrs, Linda	I am making this PRR request for all emails to/from any employee or Trustee of the District from either Aaron Kaiz and/or Frank Wright for the period of 10/2023 to 03/2024 and I will accept these emails in batches by month i.e. October, November, December, etc. Thank you.	Partial/ in process		General Governance
24-042		✓	Friday, March 22, 2024	Wells, Kristie	I would like to know who, specifically, crafted the questions in the "Good Government" survey that was recently released: <a href="https://www.flashvote.com/ivgid-nv/surveys/good-government-03-24">https://www.flashvote.com/ivgid-nv/surveys/good-government-03-24</a> Please provide all emails about developing this specific survey between any IVGID Board of Trustee, Kevin Lyons, or anyone associated with the FlashVote service. Specifically, which Trustees were involved in developing this survey, what questions did they submit for inclusion, and who approved the final version?	4/30/2024		General Governance
24-043	10 Minutes	✓	Tuesday, April 2, 2024	Dobler, Cliff	Please provide for my examination all documents delivered to the Nevada Department of Taxation regarding the (GVID June 30, 2023 financial statements which were determined by the Board of Trustees on March 28, 2023.	4/9/2024		Accounting/ Finance
24-044		✓	Tuesday, April 2, 2024	Dobler, Cliff	Please complete the public records request recently made. Please provide the transmittal letter to the Department of Taxation which was part of the 6-30-2023 financial statement documents submitted by IVGID which were approved by the Board of Trustees on March 28, 2024. The transmittal letter was not included in my previous public records request.	4/9/2024		Accounting/ Finance
24-045		✓	Tuesday, April 2, 2024	Dobler, Cliff	Please provide for my examination the Management Representation Letter submitted by IVGID management to Davis Farr, LLP regarding the fiscal June 30, 2023 financial statements.	4/9/2024		Accounting/ Finance
24-046		✓	Thursday, April 4, 2024	Gumz, Joy	Please provide by email or the Nextrequest portal a copy of IVGID's AUDITORS' REPORT from fiscal year 1978 through fiscal year 1984. 1978, 1979, 1980, 1981, 1982, 1983, 1984. This AUDITORS REPORT included the audited financial statements and the Auditors' opinion, and is a permanent record per Nevada laws and regulations.	4/11/2024		Accounting/ Finance

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee, District General Manager

**FROM:** Kate Nelson, Interim Director of Public Works

**SUBJECT:** Summary Presentation of the Utility Infrastructure Master Plans for Sewer and Water; Project: 2097DI2202 – Fund: Utilities; Division: Shared; Vendor: Dowl Engineering. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN BUDGET INITIATIVE(S):**

**LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE** The District will practice

perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Board Policy 12.1.0 Multi-year Capital Planning

**DATE:** April 10, 2024

**I. RECOMMENDATION**

The Board Receive and File the Summary Report of the Utility Infrastructure Master Plan Preparation and Overall District Infrastructure Scoring from Dowl Engineering.

**II. BACKGROUND**

Prior to 2022, IVGID Public Works had no comprehensive utility infrastructure Master Plan prepared. In June 2022, Staff issued a request for proposals for a Utility Infrastructure Master Plan to include Water, Sewer, and Supervisory Control and Data Acquisition (SCADA - i.e. remote monitoring and control hardware and software). On October 12, 2022, the Board approved the agreement (Item G.1) with Farr West Engineering - now Dowl Engineering - for development of the Utility Infrastructure Master Plan for the District's water and sewer systems; note, the SCADA portion was removed from the scope and will be developed under a forthcoming separate project.

The original October 2022 agreement was amended in January 2024 to extend progressive deliverables and project completion dates and to add additional scope for fire hydrant flow-testing and water model calibration services. The 100% Master Plans were delivered in February 2024 following several review iterations between Dowl and Public Works Staff. The Master Plan meets contractual and operational requirements and has provided the anticipated outline for future improvements in line with the District Capital planning.

Luke Tipton, the Dowl Engineering Water & Wastewater Business Leader will provide an in-person summary presentation of the Master Plan development process and high level results. Refer to the slide presentation in ATTACHMENT A.

**III. BID RESULTS**

N/A.

**IV. FINANCIAL IMPACT AND BUDGET**

There are no financial impacts related to this report to the Board. The final Master Plan documents, Board report, and presentation tasks are included within the original scope of work of the agreement.

**V. ALTERNATIVES**

N/A.

**VI. COMMENTS**

**VII. BUSINESS IMPACT/BENEFIT**

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

**VIII. ATTACHMENTS**

- 1. ATTACHMENT A - DOWL Master Plan BoardPresentation

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

# Utility Infrastructure Master Plans

Incline Village GID





# PRESENTATION OUTLINE

- 01** Project Goals
- 02** Infrastructure Grading Criteria
- 03** Water System Overview
- 04** Sewer System Overview



# MASTER PLAN PROCESS

- Data Collection & Review
- Field Investigations
- Develop Hydraulic Models
  - Manhole Survey
  - Fire Hydrant Testing
- Identify Deficiencies
  - Capacity Analysis
  - Staff Interviews





# MASTER PLAN PROCESS

- Document System Assets, Condition, and Performance
  - Data Review
  - Workshops with IVGID staff
  - 50%, 90%, and 100% draft reviews
- Develop CIP
  - Propose capital improvement projects
  - Develop project cost estimates

# PROJECT GOALS



Develop calibrated hydraulic models for water and sewer systems.



Identify deficiencies within system components.



Document the water and sewer utility systems.



Develop CIP in coordination with IVGID Staff.

# INFRASTRUCTURE GRADING CRITERIA

- Criteria from American Society of Civil Engineers (ASCE)
- System components graded on eight different criteria

<b>Grade Scale</b>	<b>Definition</b>
A	Exceptional, Fit for the Future
B	Good, Adequate for Now
C	Mediocre, Requires Attention
D	Poor, at Risk
F	Failing/Critical, Unfit for Purpose

# WATER OVERVIEW

- Single Source (Lake Tahoe)
- Burnt Cedar Water Disinfection Plant
- 12 Booster Pump Stations
- 13 Storage Tanks
- Over 105 Miles of Pipe



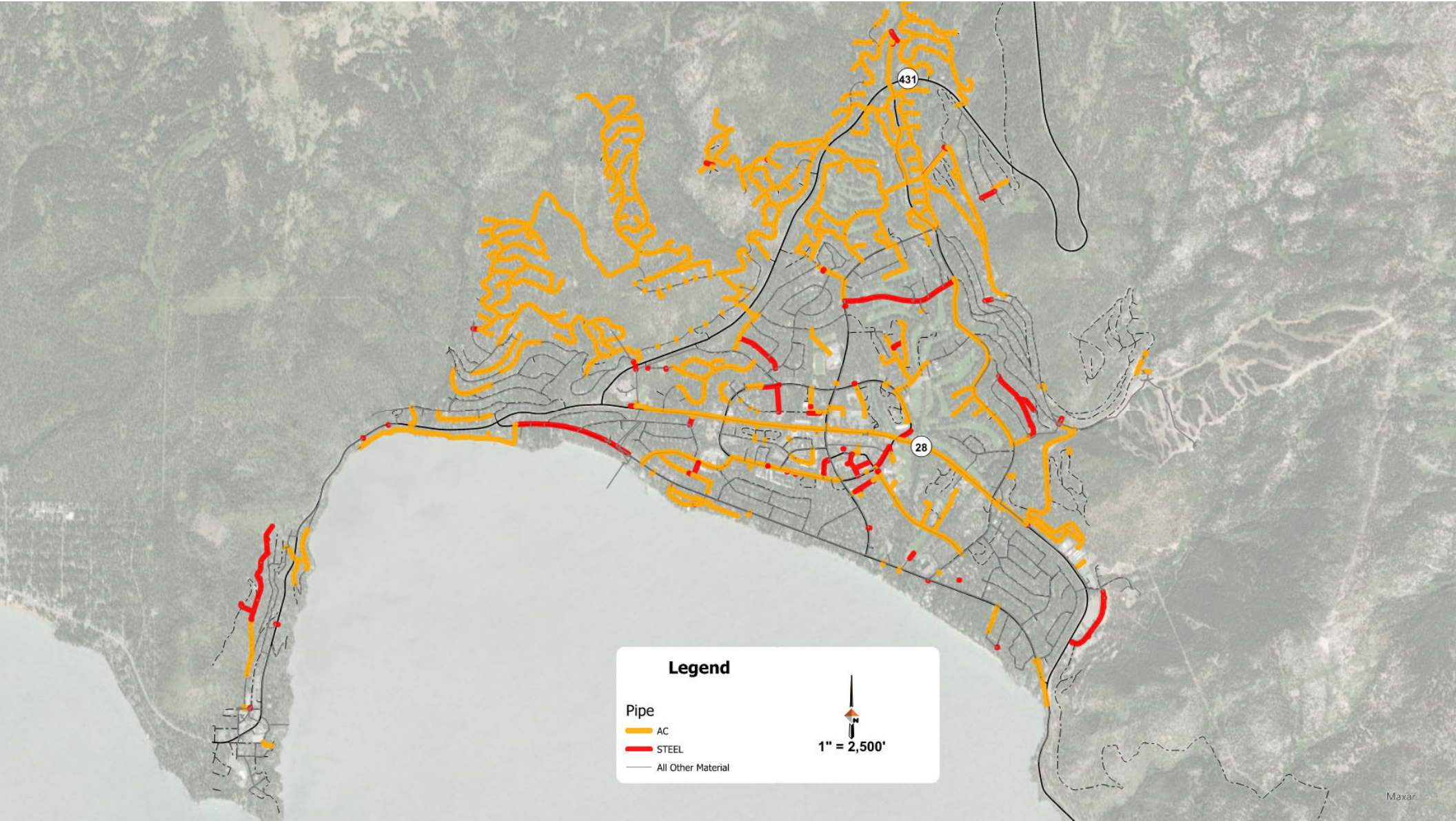
# WATER SYSTEM GRADES

System Component	Capacity	Condition	Funding	Future Need	O & M	Health & Safety	Resilience	Innovation	Overall Grade
Burnt Cedar WDP	A	A-	A	A	A	A	A	A-	A-
Pump Stations	A	C	C	C-	B+	B	B	C	C+
Tanks	A	B-	B	B-	A-	A-	B+	B	B
Distribution	A-	C-	C-	D	B-	C+	C-	C	C
<b>Overall System</b>	<b>A-</b>	<b>C+</b>	<b>C+</b>	<b>C+</b>	<b>B+</b>	<b>B</b>	<b>B</b>	<b>C+</b>	<b>B-</b>

## WATER SYSTEM GRADES

System Component	Grade
Burnt Cedar WDP	A-
Pump Stations	C+
Tanks	B
Distribution	C
<b>Overall System</b>	<b>B-</b>

- National Grade (2021): C-
- State of Nevada Grade (2018): C-



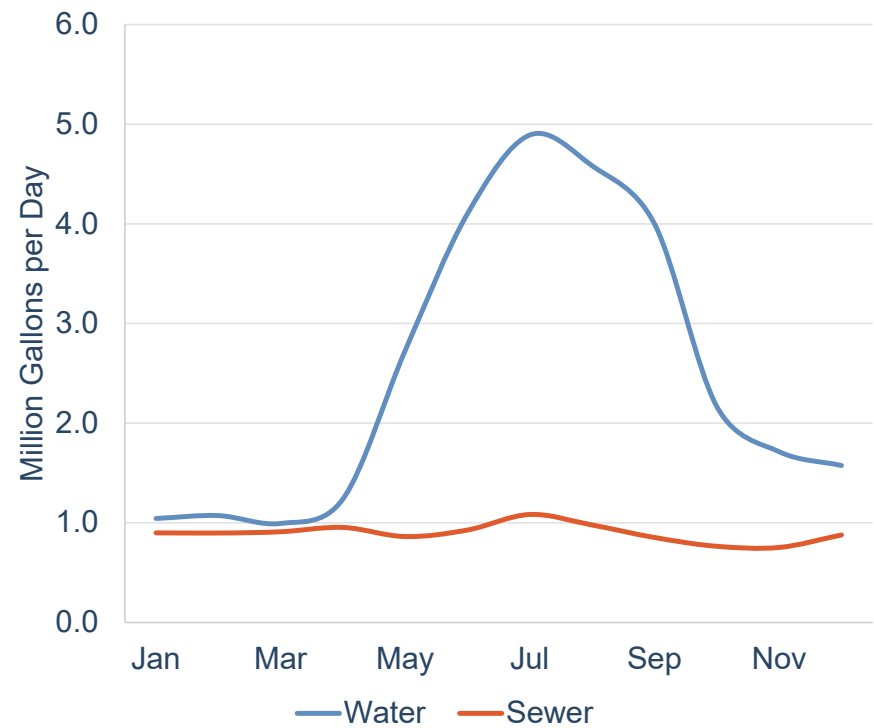
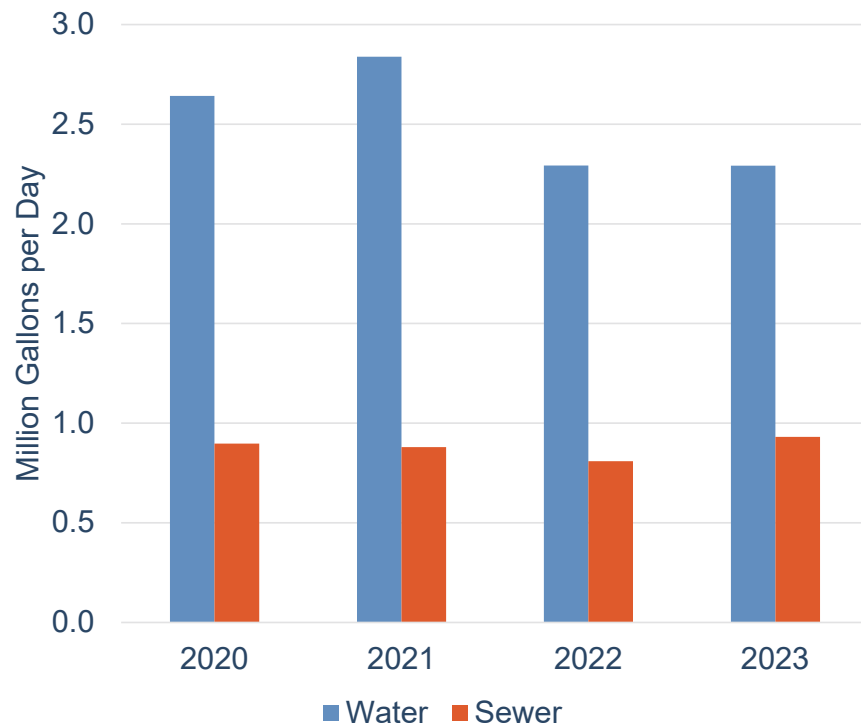
**Legend**

- AC
- STEEL
- All Other Material



Maxar

# WATER USAGE AND SEWER FLOWS





# SEWER OVERVIEW

- 19 Sewersheds
- 1,840 Manholes
- 97 Miles of Gravity Main
- 11 Miles of Force Main
- 19 Lift Stations
- Water Resource Recovery Facility
- Effluent Export System



# SEWER SYSTEM GRADES

System Component	Capacity	Condition	Funding	Future Need	O & M	Health & Safety	Resilience	Innovation	Overall Grade
Collections	A-	B	B	C+	B+	B	B+	B-	B
Lift Stations	B	C-	C	C-	B-	D	C-	C	C-
WRRF	B+	C-	C-	D+	C+	D	C-	C-	C-
Effluent Export	A	B	C-	C+	B-	C+	C-	B-	C+
<b>Overall System</b>	<b>B+</b>	<b>C+</b>	<b>C</b>	<b>C-</b>	<b>B-</b>	<b>C-</b>	<b>C</b>	<b>C</b>	<b>C+</b>

## SEWER SYSTEM GRADES

System Component	Grade
Collection	B
Lift Stations	C-
WRRF	C-
Effluent Export	C+
<b>Overall System</b>	<b>C+</b>

- National Grade (2021): **D+**
- State of Nevada Grade (2018): **B-**



Secondary Clarifier Mechanism Replacement

Aeration System Improvements and Basin Lining

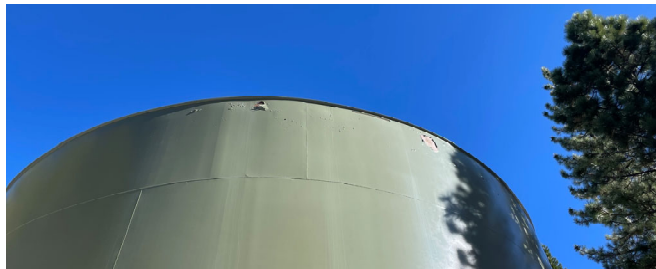
New Effluent Tank and Effluent Tank Rehab

Sludge Dewatering Improvements

WAS Tank Improvements

Headworks System Improvements and Second Screen Installation

# QUESTIONS?



1  
2 INCLINE VILLAGE  
3 GENERAL IMPROVEMENT DISTRICT  
4 BOARD OF TRUSTEES  
5  
6  
7  
8  
9 TRANSCRIPT OF HEARING  
10 PUBLIC MEETING  
11 SPECIAL MEETING  
12 Live and Via Zoom  
13  
14 Held at the Boardroom  
15 893 Southwood Boulevard  
16 Incline Village, Nevada  
17  
18 Wednesday, March 6, 2024  
19  
20  
21  
22  
23  
24 Reported by: Brandi Ann Vianney Smith  
25 Job Number: IVGID 27

1 APPEARANCES  
2  
3 **BOARD MEMBERS PRESENT**  
4 SARA SCHMITZ, CHAIR  
5 MATTHEW DENT, VICE CHAIR  
6 MICHAELA TONKING, SECRETARY  
7 RAY TULLOCH, TREASURER  
8 DAVE NOBLE, MEMBER  
9  
10  
11 **ALSO PRESENT**  
12 SERGIO RUDIN, LEGAL COUNSEL (via Zoom)  
13 HEIDI WHITE, DISTRICT CLERK  
14  
15 -o0o-  
16  
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1 Incline Village, Nevada - 3/6/2024 - 3:30 P.M.  
2 -o0o-  
3  
4  
5 CHAIR SCHMITZ: I'd like to call to order  
6 a special meeting of the Incline Village General  
7 Improvement District at 3:30 on March 6th, located  
8 at the Boardroom at 893 Southwood Boulevard in  
9 Incline Village, Nevada.  
10 We'll begin with Pledge of Allegiance.  
11 A. PLEDGE OF ALLEGIANCE  
12 (Pledge of Allegiance.)  
13 CHAIR SCHMITZ: Moving on, we'll do the  
14 roll call of trustees.  
15 B. ROLL CALL OF TRUSTEES  
16 CHAIR SCHMITZ: Trustee Tonking?  
17 TRUSTEE TONKING: Here.  
18 CHAIR SCHMITZ: Trustee Tulloch?  
19 TRUSTEE TULLOCH: Present.  
20 CHAIR SCHMITZ: Trustee Noble?  
21 TRUSTEE NOBLE: Here.  
22 CHAIR SCHMITZ: Trustee Dent?  
23 TRUSTEE DENT: Here.  
24 CHAIR SCHMITZ: And myself, Sara Schmitz.  
25 We're all in attendance.

5

1 Moving on to initial public comments,  
 2 we'll begin with comments here in the room, limited  
 3 to three minutes, and then we'll go to online.  
 4 C. INITIAL PUBLIC COMMENTS  
 5 MS. CARS: Good afternoon, Trustees.  
 6 My comments are two-fold. We need a  
 7 general manager who devotes their whole working  
 8 time, skill, experience, knowledge, and ability  
 9 exclusively to IVGID's business and affairs. We  
 10 need confirmation that Mr. Magee has terminated all  
 11 other consulting gigs.  
 12 He's expected to be available at all  
 13 times. Section 1.7 of the Employment Contract  
 14 states that the GM shall be present in the Incline  
 15 Village area, shall be present in the Incline  
 16 Village area and to be available to attend all BOT  
 17 meetings.  
 18 This is important as we've been told that  
 19 Mr. Magee works part time in California at his other  
 20 jobs, and more importantly that he does not intend  
 21 to change his residency in Southern California.  
 22 The community needs confirmation that with  
 23 the salary and benefits exceeding \$300,000, that  
 24 Mr. Magee will be working full time in the area, and  
 25 that Trustees Dent and Schmitz will not try to amend

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1 the agreement after it is signed.  
 2 The general manager is specifically  
 3 excluded from participating as a volunteer in the  
 4 established boundaries of Incline Village/Crystal  
 5 Bay in volunteer activities. This is unheard of to  
 6 stop someone from volunteering in their community.  
 7 If anyone thinks this GM is serving the community,  
 8 they could be incorrect. He seems to be serving  
 9 maybe Sara Schmitz and Matthew Dent and Ray Tulloch,  
 10 who we assume drew up or approved this contract.  
 11 In section 6.5, as Mr. Magee is so new to  
 12 the District, his severance should be 50 percent of  
 13 the time that he's on the job as general manager.  
 14 If he serves nine months, he should get 50 percent  
 15 of the time he serves as GM. A former GM was part  
 16 of this district for 20 years. A year's severance  
 17 for someone who has worked with the District since  
 18 June is nonsensical.  
 19 Switching gears, I would like to share a  
 20 quick update on the recall. Against all odds and  
 21 with the valiant efforts and tireless work of  
 22 several hundreds of volunteers, the recall efforts  
 23 came 54 votes short for Schmitz and 13 votes short  
 24 for Dent.  
 25 Sara Schmitz and Matthew Dent should not

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1 be celebrating, but should listen to the voices of  
 2 the community and focus their efforts to build up  
 3 our facilities, stop using these meetings to demean  
 4 the hard-working IVGID staff. Unfortunately so far,  
 5 they have shown all they care about is making  
 6 themselves look good at everyone else's expense.  
 7 We are waiting important legal analysis of  
 8 the Secretary of State's appeal decision, as there  
 9 does remain issues surrounding signatures and  
 10 potential voter suppression.  
 11 We know that we have a moral victory, if  
 12 not in the long run, an actual legal victory. We  
 13 move on to the very important June primary and  
 14 November election where three seats on this Board  
 15 will be up for the community to decide who shall  
 16 fill them. And we have some very good candidates  
 17 which we are excited about.  
 18 Thank you.  
 19 MS. MILLER: Good afternoon, Trustees.  
 20 I fully support the appointment of Bobby  
 21 Magee as our general manager. I hope we can work  
 22 out the details, so I'm going to talk about  
 23 something else.  
 24 Last year, on June 6th, I sent a very  
 25 specific public records request for the table of

8

1 salary ranges, usually included in the budget  
 2 presentation. I was told the information would be  
 3 made available after the union contracts were  
 4 finalized, likely in July. I never heard anything  
 5 further. But on December 2nd, 2023, I reminded  
 6 staff about the request. I also requested the table  
 7 containing the budgeted positions with their salary  
 8 grade and class. I did receive the table of salary  
 9 ranges, but never got the table of budgeted  
 10 positions.  
 11 So on February 19th, 2024, I made the same  
 12 request, this time using the NextRequest. On  
 13 February 28th, a little past the five-day deadline,  
 14 I was told it will take some time, but instead of an  
 15 estimate on the time, all I got was an estimated  
 16 date when an estimated time would be given. "Update  
 17 by Thursday March 7th, 2024, for an update on the  
 18 fulfillment of your request."  
 19 I don't believe this comports with the  
 20 Nevada Public Records Act. I've seen other  
 21 responses like this in the past, and I don't agree  
 22 with them. Please ask the attorney to advise staff  
 23 on the requirements in NRS 239.0107, C 1.  
 24 Moving on to my other outstanding requests  
 25 on NextRequest. On February 20, I asked for records

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1 evidencing any and all financial contributions from  
 2 either Washoe County, RTC, or NDOT for the senior  
 3 transportation program. Instead I received a  
 4 voluminous amount of reports related to the program,  
 5 but none of them indicated any payment. And the  
 6 request was listed as closed. I sent a follow-up  
 7 message through the system asking for records, again  
 8 evidencing some financial payment from the agencies  
 9 who, according to IVGID website, collaborate with  
 10 IVGID to provide the service. To date, I still  
 11 don't have any response to that. The request is  
 12 closed.

13       The District has a history of not  
 14 responding properly to public records requests and  
 15 being sued by citizens for this failure since our  
 16 statutes don't give them any other option. Please  
 17 address the continued lack of responsiveness to  
 18 public records requests, even simple ones like mine.

19       And please -- I looked at the reports and  
 20 I'll send you an email, but the reports were  
 21 horribly out of date, they had expense reports that  
 22 were based on salaries from years ago. We know  
 23 those salaries have increased, but we don't know  
 24 what the program costs.

25       Thank you.

10

1           MR. KATZ: Good afternoon. Aaron Katz,  
 2 Incline Village. I have several written statements  
 3 to be attached to the minutes of the meeting.

4           Two subjects I'd like to speak to. The  
 5 first one shows that Judy is not my mouthpiece,  
 6 because insofar as Bobby Magee's new contract is  
 7 concerned, I'm against it, and here's why:

8           This is a thinly concocted attempt to  
 9 handcuff the next board in its effort to find a  
 10 replacement, permanent general manager because that  
 11 will be Indra, so at least two board members here  
 12 have come up with a poison pill to frustrate that  
 13 effort. And what it is is the \$300,000-plus  
 14 severance package to Bobby Magee if he's terminated  
 15 in less than two years.

16           Please vote no to kill this maneuver. I  
 17 am certain Trustees Tonking and Noble will do the  
 18 right thing. I'm talking to you, Ray, please do the  
 19 right thing and vote no.

20           Now my second item, again it goes to  
 21 public records requests, something entirely  
 22 different. We have an evil amongst us, and it's  
 23 called our wonderful employees. I know there's a  
 24 bunch of people that think all our employees are  
 25 wonderful, ethical, honest. Well, they're not. I

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1 keep coming to these board meetings and giving you  
 2 examples, and here we have another one.

3           This is time it's out of the Rec Center.  
 4 Tim Kelley and Pandora Bowman. Mr. Kelley is  
 5 charging the District to be a full-time, benefited  
 6 employee when he's working for somebody else. And  
 7 his supervisor is letting him do this with a wink  
 8 and a nod. And I object to it if nobody else does.

9           I tried to get written evidence before I  
 10 come to the Board that demonstrates this. All I can  
 11 do is a Public Records Act request, which I do. And  
 12 all I'm asking for is requests by Mr. Kelley to take  
 13 vacation time, if he took any vacation time, so that  
 14 he has a justification for working for someone else  
 15 and not being at the Rec Center.

16           Rather than give me the simple documents,  
 17 we've gone through a whole thing: Oh, well, that's  
 18 confidential information. Oh, we can't share it  
 19 with you. Oh, it's going to frustrate your attempt.

20           And it's wrong. The Board of Trustees  
 21 needs to compel staff to turn over the records I  
 22 have requested to prove we don't have people who are  
 23 taking from us improperly. It's all in my written  
 24 statement I've pointed out.

25           Please do the right thing. If the Board

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1 doesn't, you're just as bad as staff.

2           MR. HOMAN: Mick Homan, Incline Resident.  
 3 I'm reading a letter from Michelle  
 4 Jezycki, another Incline resident. Michelle's on a  
 5 plane right now so couldn't be here in person.

6           Michelle was raised in Incline and had a  
 7 very successful career in the HR profession, most  
 8 recently as the head of HR for the U.S. Senate. She  
 9 has impeccable credentials, particularly related to  
 10 the subject matter of this letter.

11           "Dear IVGID Board of Trustees,  
 12           "I'm writing to express my deep concerns  
 13 regarding the proposed contract to hire Mr. Magee as  
 14 our next general manager. After careful  
 15 consideration of the terms of the candidate's  
 16 qualifications as presented, I believe the decision  
 17 is not in the best interest of the community for  
 18 several reasons.

19           "Offering a full-time position to someone  
 20 whose experience does not fully align with the  
 21 general manager's role seems misguided. The job's  
 22 complexities demand a candidate with a strong track  
 23 record in similar capacities.

24           "Additionally, Mr. Magee's residency in  
 25 Southern California and the proposal of a full-time



13

1 contract raises questions about fiscal  
 2 responsibility and the efficient use of District  
 3 resources.  
 4 "It's crucial for the leadership roles to  
 5 be filled by individuals whose skills meet the  
 6 community's needs, including residing nearby to  
 7 address our concerns directly. Otherwise what comes  
 8 next? The creation of an assistant GM role to fill  
 9 the void created by the GM not living in the area?  
 10 Again, fiscally irresponsible. Let's get this right  
 11 from the beginning while we still have the chance.  
 12 "Mr. Magee's financial acumen has been  
 13 beneficial as the interim Finance Director, however,  
 14 his lack of experience in the GM role poses risks to  
 15 IVGID's operational effectiveness and financial  
 16 health. Committing to a two-year contract at this  
 17 juncture, especially with a new board incoming,  
 18 seems premature, reckless, and irresponsible.  
 19 Considering the critical nature of the GM's position  
 20 and the reported challenges in finding qualified  
 21 candidates, a more cautious approach is warranted.  
 22 "Extending Mr. Magee an interim GM role  
 23 would allow us to evaluate his performance without  
 24 the financial burden of a long-term commitment.  
 25 This approach would be fair both to Mr. Magee and

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1 the community, providing flexibility to affirm his  
 2 suitability for the role or to conduct a more  
 3 thorough search if needed. Therefore, I urge the  
 4 Board to consider an interim period for Mr. Magee.  
 5 "This decision would demonstrate fiscal  
 6 prudence allowing the necessary time to assess his  
 7 impact as GM. If successful, we will benefit from  
 8 his leadership without premature commitment. If  
 9 not, we can seek a candidate with the necessary  
 10 experience and vision for IVGID's future.  
 11 "Thank you."  
 12 Signed Michelle Jezycki.  
 13 CHAIR SCHMITZ: Seeing no other public  
 14 comments in the room, do we have any online?  
 15 MR. DOBLER: Cliff Dobler here, resident  
 16 of Incline Village.  
 17 Historically, IVGID staff has been unable  
 18 to provide residents the cap projects budgeted  
 19 each year. As such, cash reserves have grown to  
 20 three times the amount required. In fiscal year  
 21 2023, 52 projects were planned for community  
 22 services in beaches, however, 31 were not completed  
 23 and only 50 percent of the budget was spent.  
 24 So the question is: Are there adequate  
 25 resources to accomplish the capital plan for the

15

1 community services and beaches for 2025?  
 2 The proposed plan presented tonight calls  
 3 for 10.9 million spread over 47 projects.  
 4 Now to some short history. At the  
 5 beginning of fiscal 2023, cash was 24.7 million, of  
 6 which 8 million must be set aside for reserves. 6.3  
 7 million in rec fees were added to the stash in  
 8 fiscal 2023. There were no rec fees assessed in  
 9 2024.  
 10 In fiscal 2023, only 3.8 million was  
 11 spent, and again, 3.8 million was carried over into  
 12 fiscal 2024. Now, in fiscal 2024, 8.3 million was  
 13 budgeted, that being said, at least 6.5 million  
 14 consisting of 8 projects will be carried forward in  
 15 fiscal 2025, 78 percent of the budget.  
 16 As such, at the end of 2024, the cash  
 17 position for community services and beaches, after  
 18 reserves and deducting previously budgeted projects,  
 19 will be reduced to approximately 7 million.  
 20 It is currently unknown what operating  
 21 losses have been incurred in fiscal 2023 and 2024,  
 22 but one could make a reasonable bet the losses will  
 23 be between 1 and 2 million per year. The actual  
 24 losses for '23 and '24 will not be known for at  
 25 least another six months, so the District will be

16

1 flying blind not know what's up.  
 2 This ambitious approach to capital  
 3 planning is not appropriate as neither the staff nor  
 4 the Board could take on 55 projects and spend 17.4  
 5 million in the upcoming fiscal year. More rec fees  
 6 of about 4 million would be required.  
 7 Why doesn't everyone just sit back, breath  
 8 in some fresh air, and become realistic on abilities  
 9 to perform?  
 10 At the Investment Committee two days ago,  
 11 Ms. Nelson indicated that contractors could not be  
 12 found and the staff is understaffed. Let's try to  
 13 become realistic on performance rather than wishing  
 14 for miracles.  
 15 Thank you very much.  
 16 DR. WYMAN: This is Andrew Wyman.  
 17 I'm tempted not to say anything because of  
 18 a few of the other comments about Mr. Magee, and  
 19 this set of comments is premised on what I believe  
 20 is the Board majority's decision to hire him for a  
 21 two-year contract and that's what they plan to do.  
 22 So, my thoughts are appoint Mr. Magee for  
 23 one year. If it's working out, extend his contract.  
 24 Making this choice might help to quell some of the  
 25 dissension and hostility in the community.

17

1 Also, appoint an assistant who knows staff  
 2 and the community well and can act on his behalf  
 3 when he's not on site. This might help to alleviate  
 4 his half-time-on-site proposal. Better still  
 5 actually, instead of a one-year contract, make his  
 6 contract month to month, much as his current  
 7 contract reads. To go on, please correct any  
 8 factual errors I make in this statement now so that  
 9 the community can better understand this situation.  
 10 I might also add as an aside that I find  
 11 it a bit peculiar that not long ago Mr. Magee,  
 12 acting in his capacity as the interim financial  
 13 chief, indicated he needed an assistant. As soon as  
 14 that assistant was hired, he is then being moved by  
 15 the Board majority the general manager position.  
 16 This sounds to me to be a bit confusing, if not  
 17 contradictory.  
 18 Thank you.  
 19 UNIDENTIFIED SPEAKER: I would like to draw  
 20 the Board's attention to Ordinance 7, IVGID Policy  
 21 2.5A3B, disciplinary actions for misconduct.  
 22 Cliff Dobler recently asked for a public  
 23 records request for his IVGID HR files after  
 24 assaulting my husband at the District offices in  
 25 October, 2023. In those files, I found eight dates

18

1 from 2018 to 2020, where written statements from  
 2 IVGID employees were sent to HR, not including '21,  
 3 '22, or 2023 when another allegation of verbal  
 4 sexual harassment surfaced by another female IVGID  
 5 employee.  
 6 It appears that Dobler is four for five on  
 7 the list of infractions under the policy which  
 8 suspends IVGID recreational privileges. Number one,  
 9 physical abuse. He assaulted my husband on IVGID  
 10 property and plead guilty in court. The penalty is  
 11 a three-month to three-year suspension.  
 12 Threatened physical abuse. IVGID employee  
 13 states in the file, "His demeanor changed  
 14 immediately. He turned to me with rolled up paper,  
 15 shaking his arm at me very aggressively." His  
 16 penalty, one month to one year suspension.  
 17 Verbal attack. A litany of documented  
 18 verbal attacks against IVGID employees in the files.  
 19 Penalty for third time, one year to three years  
 20 suspension.  
 21 Chronic rule breaking. In the files, I  
 22 found that Mr. Dobler feels he can go out on the  
 23 golf course without a tee time, without a cart, and  
 24 go to any hole he pleases. Penalty, two weeks to  
 25 one month suspension.

19

1 The files contain written statements by  
 2 IVGID employees. Keep in mind with all the  
 3 redactions we are not getting the complete story.  
 4 These are the words of the IVGID  
 5 employees: "He always has something to say, and  
 6 it's not positive." "I adjust when I see him, if  
 7 not physically then mentally." "He is consistently  
 8 condescending in his interactions. He feels as if  
 9 he owns us, like he can talk to us this way."  
 10 "Cliff's entire demeanor completely changed. He  
 11 puffed up his chest, clenched his jaw, and his face  
 12 became red. He became aggressive in his tone  
 13 towards her, telling her things like 'Lady, you have  
 14 no right to be in this conversation. Lady, you are  
 15 not even present in the situation I'm talking about,  
 16 so you need to sit down and be quiet. Lady, I was  
 17 not talking to you, and when I do talk to you then  
 18 you can respond. Lady, have you ever heard of  
 19 freedom of speech? I can say whatever I want  
 20 whenever I want to whoever I want. Lady, you need  
 21 to know your place as an employee around here.' He  
 22 made it very clear that he's far more important than  
 23 any other resident in town, and beyond that, the  
 24 fact that I've heard him, directly from his mouth  
 25 say, 'You know what? I'm running this district.'"

20

1 Human resources states in the files  
 2 consistently conversations with Mr. Dobler are  
 3 peppered with profanity and are not only destructive  
 4 but impactful to staff around him, their ability to  
 5 perform their duties.  
 6 It is my opinion that Dobler is a  
 7 liability to the District, the three majority  
 8 trustee have not done enough to protect the IVGID  
 9 employees and residents. If my husband had been  
 10 seriously injured, we'd likely be in court right  
 11 now.  
 12 Dobler says he got the three majority  
 13 trustees elected and that you three report to him.  
 14 I'm starting to believe that.  
 15 Why hire Bobby Magee when it appears  
 16 you've allowed Dobler to be the de facto GM for this  
 17 district?  
 18 Please follow Ordinance 7, IVGID Policy  
 19 2.5A3B and hold --  
 20 (Expiration of three minutes.)  
 21 CHAIR SCHMITZ: For the record, I believe  
 22 that caller was Trish McKowen.  
 23 MR. McKOWEN: Good evening. Kevin  
 24 McKowen, Incline Village.  
 25 I believe my wife has summarized

21

1 Mr. Dobler's behavior over multiple years, verified  
 2 in the public records, and culminating in assault  
 3 charges on October 25th.  
 4 I would like, however, to address the most  
 5 important topic we're facing today, which is who  
 6 will take over as our new general manager.  
 7 Mr. Magee seems to be, for many reasons, a default  
 8 selection. I'm sure he's acted as a confident  
 9 financial consultant, however, this a far different  
 10 role.  
 11 Overall, in my almost-50-year business  
 12 career, I've hired hundreds of managers including  
 13 top executives. I have never considered an  
 14 executive for any key position without the matching  
 15 skill set and experience required to successfully do  
 16 the job, and especially to manage hundreds of  
 17 people.  
 18 I find it beyond belief that the  
 19 controversial three members of the Board are  
 20 considering hiring a person who does not have the  
 21 matching qualifications as our general manager, and  
 22 agree to pay him a package in excess of \$300,000.  
 23 Most disturbing, though, is that he is a  
 24 nonresident, living hours away, apparently with no  
 25 plans on moving to Incline. He wants to work

22

1 remotely. Are you kidding me? Would we consider a  
 2 nonresident as a board member living hours away,  
 3 working remotely from another state?  
 4 I also find the support by the Board for  
 5 this decision shocking because of previous  
 6 conversations I'm aware of regarding Indra living  
 7 30 minutes away and considered unacceptable.  
 8 Mr. Magee will be a part-time individual  
 9 spending only two weeks a month here and not looking  
 10 at the entirety of the village and the welfare of  
 11 its residents simply for an outrageous payday.  
 12 Another uninformed and incompetent decision made by  
 13 the Board.  
 14 Our GM needs to be on property one hundred  
 15 percent, with a commitment of working hand in hand  
 16 with hundreds of IVGID employees and interfacing  
 17 with managers who will be reporting directly to him.  
 18 That person will also be the face of our village  
 19 representing it's valued history and vision.  
 20 Full-time interaction is a must. No way this is a  
 21 part-time position.  
 22 I also understand there were multiple,  
 23 qualified candidates, but when finding out about  
 24 IVGID's function of this board and our community,  
 25 decided to pass and walk away. We also lost our

23

1 recruiting firm. I have never, ever heard of that.  
 2 Ever. This is beyond incomprehensible.  
 3 Our community deserves better. We live in  
 4 one of the most beautiful places in the world, and  
 5 we're supposed to believe you can't find anyone in  
 6 the United States to jump at the opportunity to be  
 7 its GM, and most importantly move here as resident?  
 8 It beckons the question: What's really going on  
 9 here?  
 10 In conclusion, I'm asking on behalf of the  
 11 overwhelming majority of the community to continue  
 12 to search for an outstanding, qualified candidate.  
 13 Do not compromise and settle. This is too important  
 14 to all of us --  
 15 (Expiration of three minutes.)  
 16 MATT: Chair, that was our last public  
 17 comment on Zoom.  
 18 CHAIR SCHMITZ: That closes out agenda  
 19 item C. Moving on.  
 20 D. APPROVAL OF AGENDA  
 21 CHAIR SCHMITZ: Any requests related to  
 22 the agenda?  
 23 Seeing none, the agenda is approved as is.  
 24 E. REPORTS TO THE BOARD  
 25 CHAIR SCHMITZ: This item, we do not have

24

1 today.  
 2 F. CONSENT CALENDAR  
 3 CHAIR SCHMITZ: The consent calendar is  
 4 not applicable today.  
 5 G. GENERAL BUSINESS  
 6 G 1. General Manager Position Appointment  
 7 CHAIR SCHMITZ: General business item  
 8 number one is to consider the appointment of Bobby  
 9 Magee to the general manager position, and review,  
 10 discuss, and approve proposed employment agreement  
 11 between Bobby Magee and IVGID. Requesting staff  
 12 member Director of HR Erin Feore. Found on pages 3  
 13 through 16 of your board packet.  
 14 MS. FEORE: I've submitted to you the  
 15 Board memo asking the Board to consider the  
 16 appointment of Bobby Magee and the acceptance of the  
 17 employment contract that was included in the packet.  
 18 I'll leave the floor open to questions,  
 19 concerns, feedback.  
 20 CHAIR SCHMITZ: Would the Board like to  
 21 discuss or have Mr. Magee step up for answering any  
 22 questions?  
 23 TRUSTEE TULLOCH: I think Mr. Magee, I'd  
 24 like to see Mr. Magee step. That would be the  
 25 appropriate thing.

25

1 CHAIR SCHMITZ: Mr. Magee, you heard some  
 2 of the public comments summarizing the perception  
 3 that you are not full time but are part time, how  
 4 you, perhaps, had roles of similar nature, so if you  
 5 could touch on some of those comments and concerns  
 6 that we identified in public comments, I think that  
 7 would be great. Then I will allow the other  
 8 trustees to ask any questions that they might have.  
 9 Go ahead, Mr. Magee.  
 10 MR. MAGEE: Thank you.  
 11 I will start by saying that from my  
 12 perspective when we entered into COVID, governments  
 13 all over the United States learned very quickly that  
 14 we had to adapt. And I think that we learned  
 15 quickly that business can be done part time, remote,  
 16 it can be done over Zoom.  
 17 And even to this day when I'm on-site  
 18 here, I routinely interact with other directors here  
 19 at IVGID via Zoom from my office. And so I think  
 20 that we found that it works, and we are able to  
 21 govern efficiently and handle these situations very  
 22 effectively organization wide. It's not just me,  
 23 it's -- we had meetings with Public Works today over  
 24 Zoom, we had meetings with IT today over Zoom. And  
 25 the intention, obviously, is not to work part time.

26

1 I am a full-time employee. I do work far in excess  
 2 of 40 hours every week, and I routinely take phone  
 3 calls from members of the Board or other directors  
 4 or staff members that need assistance at all hours  
 5 of the day. I am available and I am certainly  
 6 committed to doing that in the future.  
 7 And whether I am physically on site every  
 8 single day or not, the reality of it is I spend a  
 9 great deal of my time in meetings and working on  
 10 projects that I wouldn't be out in the community  
 11 anyways. It's a little bit of a different role when  
 12 you're part of the executive leadership team.  
 13 And if the Board would like, I'd be happy  
 14 to talk about my background and experience as well.  
 15 Totally up to you.  
 16 CHAIR SCHMITZ: If you could please expand  
 17 on your experience in similar types of roles as far  
 18 as the types of organizations, the amount of staff,  
 19 I think that would be helpful.  
 20 MR. MAGEE: So I started my career in  
 21 government with San Joaquin County. I came on as an  
 22 assistant fleet manager, actually, and I was there  
 23 for a very, very short time in public works and they  
 24 asked me to move into the county administrator's  
 25 office, which is the executive office of the county.

27

1 For almost ten years I was assigned to  
 2 numerous departments, and so I worked with the  
 3 directors of each department every single day. The  
 4 directors reported, essentially, to our office which  
 5 was me. I was assigned to parks and recreation. I  
 6 was assigned to special districts, which is very  
 7 similar in California to what a general improvement  
 8 district is in Nevada. I had direct operational and  
 9 fiscal oversight of approximately 109 special  
 10 districts as well as 56 budgets there, that included  
 11 public works, utilities, water, wastewater, garbage  
 12 service.  
 13 The special districts which included parks  
 14 and recreation, sewer districts, utilities  
 15 districts, lighting districts, and was truly an  
 16 executive-level position where I oversaw numerous  
 17 aspects of the county and what its operations were.  
 18 And so it was definitely not a narrowly  
 19 tailored job. It was very similar to what the  
 20 general manager role of IVGID is.  
 21 In that role, I had approximately 5,000  
 22 employees that were directly under my sphere of  
 23 influence that included full time, part time, and  
 24 subcontracted employees as well. And about half a  
 25 billion-dollar budget at that time. And it really

28

1 touched on areas all over the entire county  
 2 operations.  
 3 When I decided to leave there, I  
 4 started -- I'd been primarily consulting since then,  
 5 and one of the positions I took was a job with  
 6 Veolia Transportation, the management company for  
 7 Foothill Transit. The board at Foothill Transit  
 8 wanted to convert that agency into a governmental  
 9 agency, and so they needed somebody with experience  
 10 like mine to assist them with developing  
 11 organization-wide policies and procedures and really  
 12 gaining an understanding of what it meant to be a  
 13 governmental agency.  
 14 Since then, obviously I tend to market  
 15 myself as a finance and procurement expert because I  
 16 found that's what most agencies, that's where  
 17 they're looking for most of their help, and so I've  
 18 served in the capacity of interim procurement  
 19 manager and finance director for a number of  
 20 different agencies now, as well as assistant city  
 21 manager, really stepping up and taking on the role  
 22 in a number of different agencies.  
 23 When I left my most recent place, I was at  
 24 the City of San Bruno operating as the interim  
 25 finance director there for over a year, and when

29

1 they found their new finance director, that was the  
2 end of my tenure there. And it had been just a  
3 couple of days before I heard from IVGID, and I  
4 agreed to step up and take this position. And now  
5 I'm very honored that the Board is considering me  
6 today to step and take another position. I'm quite  
7 happy to help out, that's why I'm here today. I  
8 want to help the District and help the staff here.

9 CHAIR SCHMITZ: I'll open it up to  
10 questions from fellow trustees.

11 TRUSTEE TULLOCH: Perhaps you can explain  
12 to us how you see the role of the general manager.

13 MR. MAGEE: Yes. I see the role of the  
14 general manager as kind of a dual role. First of  
15 all, it is the role of the general manager to take  
16 direction from the full Board, and not any  
17 individual member of the Board, and to provide equal  
18 service and an equal voice to each board member as I  
19 interact with them. That would be the intention.

20 It is also the role of the general manager  
21 to accept policy direction from the full Board, and  
22 then to make sure that staff, organization wide,  
23 carries it out. There needs to be a level of trust  
24 among the Board members that when the Board directs  
25 something, it happens, it gets done.

31

1 so I'm glad we're aligned on that.

2 Thank you.

3 TRUSTEE DENT: Thank you, Mr. Magee. You  
4 did answer several questions I had written down  
5 before the meeting.

6 Adding onto Trustee Tulloch's question  
7 with the role of GM being someone that isn't to  
8 write policy, what would you do if, let's say,  
9 there's a policy that you think could be handled or  
10 be rewritten or staff isn't following it because of  
11 how it is written?

12 MR. MAGEE: We are doing that currently,  
13 actually, in the finance department. We've seen a  
14 number of policies that we believe need to be  
15 revised, and we've been working on those and we will  
16 continue to work those.

17 When I hear from individual board members  
18 that this policy doesn't make sense to me, then it  
19 is certainly something that we'll go take a look at.  
20 And I sometimes hear that from one board member, and  
21 that's one opinion. And if we believe that as staff  
22 that it certainly merits a revision and Board  
23 consideration, we will absolutely move that forward.  
24 That's some of the stuff we're working on in the  
25 finance department right now.

30

1 And I think that the second part of this  
2 job is assisting staff with making sure that the  
3 recommendations which come to the Board are sound  
4 recommendations, they make sense, we thoroughly  
5 vetted these items before we make recommendations,  
6 and to make solid recommendations to the Board and  
7 not drop items in the Board's lap and say, what do  
8 you want to do?

9 Staff needs to do the research, staff  
10 needs to make the recommendation to the Board and be  
11 able to explain why the recommendation is being  
12 made.

13 TRUSTEE TULLOCH: That aligns with my view  
14 of it. You don't see your job as going off and  
15 developing policy on your own?

16 MR. MAGEE: Absolutely not. I don't think  
17 it is staff's role to create policy; I believe it is  
18 the Board's role to set policy and for staff to  
19 carry out that direction.

20 TRUSTEE TULLOCH: I appreciate that  
21 because listening to some of the public comment, it  
22 seems there's some confusion that this role is some  
23 sort of community organizer. I hear phrases like  
24 "vision for the District," "welfare of the  
25 residents," I don't see that in the job description,

32

1 We do intend to bring a number of policies  
2 forward for ultimate Board consideration for  
3 revisions in the near future.

4 TRUSTEE DENT: Who hired you as the  
5 interim Director of Finance?

6 MR. MAGEE: That's a good question. I'm  
7 not exactly sure who hired me.

8 When I interviewed here, I interviewed  
9 with four members of the IVGID team. And so I was  
10 initially contacted by former director of finance  
11 Paul Navazio to ask if I was interested in  
12 interviewing for the position, and I said I'm  
13 available, absolutely, I'm interested.

14 So interviewed with Paul Navazio, it was  
15 Trustee Tonking, it was Vice Chair Dent, and the  
16 former chair of the Audit Committee, Chris Nolet.  
17 All four of those people interviewed me, and then  
18 ultimately it was Mr. Navazio that contacted me and  
19 asked me to work with the human resources department  
20 on coming on board as a temporary employee.

21 TRUSTEE DENT: You are correct, former  
22 director of finance Navazio did hire you. The  
23 committee that interviewed you wasn't involved in  
24 that process.

25 I don't have any other questions for

33

1 Mr. Magee at this time, Chair.  
2 CHAIR SCHMITZ: Thank you. Any other  
3 questions?  
4 TRUSTEE TONKING: I have more questions  
5 for Director of HR Feore about the contract.  
6 So my first question is when I look at  
7 this contract, if we look at section 4.1, we have:  
8 The general manager shall be entitled to a payment  
9 of an allowance of \$1,423.07 per pay period if they  
10 elect to not -- if they decline the coverage for  
11 health, dental, and vision insurance.  
12 Is this a common practice across the  
13 District for other employees who are on their  
14 spouse's or other people's health insurance?  
15 MS. FEORE: Not at this time, no.  
16 TRUSTEE TONKING: Thank you. So that is  
17 one concern of mine since it's not a common practice  
18 across the District.  
19 My other question is when we look at  
20 section 9, Reimbursement of Expenses, is the  
21 candidate responsible for covering travel expenses  
22 since he will be coming up and down from -- or are  
23 we covering these expenses?  
24 MS. FEORE: We don't have a separate -- I  
25 want to make sure I'm answering this correctly. We

35

1 providing that service, but for those staff who can  
2 work remotely, yes, we do have that capability  
3 throughout.  
4 TRUSTEE TONKING: Then I just have one  
5 more question around the process. I was looking  
6 back at prior meeting minutes and the process when  
7 we elected -- or when the prior board selected GM  
8 Winquest to be to GM, there was an interview  
9 process.  
10 Is there a reason why we didn't go through  
11 an interview process with this model or is there  
12 nothing we have in policy and practice to do  
13 something like that?  
14 MS. FEORE: That's a great question.  
15 We -- with the -- well, this is tricky.  
16 I can tell you what we do with District  
17 staff, but this particular position is an employee  
18 with an employment contract, and this is the only  
19 position that holds an employment contract, so there  
20 is room for -- the Board can make the decision to  
21 interview, can make the decision to appoint.  
22 Similarly -- this is probably not going to be stated  
23 very well -- with Mike Bandelin, for example, he was  
24 appointed to the interim role as example as opposed  
25 to going through the interview process.

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1 don't -- currently with Mr. Magee, in his current  
2 role, we don't pay him separately for his travel  
3 expenses.  
4 TRUSTEE TONKING: And in the new role,  
5 would we pay or he would cover his own travel  
6 expenses?  
7 MS. FEORE: Yes.  
8 TRUSTEE TONKING: How many employees do we  
9 currently allow to work remotely?  
10 MS. FEORE: It's on an as-needed basis.  
11 We don't have any employees who consistently work  
12 remotely. We don't have any employees who only work  
13 remotely.  
14 We have definite hybrid based on needs and  
15 availability. So, obviously, and this latest storm  
16 is a great example because it was so significant, so  
17 many of us who are able to work from home did.  
18 And then, for example, in our finance  
19 department we may have staff who, through  
20 coordination with other staff, may work days of the  
21 week remotely. I don't mean to step on any of your  
22 staff's toes, but I believe that it's -- yeah, we  
23 have that scattered throughout the District.  
24 Obviously there are staff members who can  
25 never work remotely because they have to be

36

1 I apologize. I have not been with the  
2 District long enough to know if there have been  
3 circumstances in the past in which a general manager  
4 was appointed not through the interview process.  
5 And so, I'm sorry, I can't -- I don't think I can  
6 answer your question.  
7 TRUSTEE TONKING: That's absolutely okay.  
8 CHAIR SCHMITZ: Thank you for that. And  
9 the other thing is that this came forward as staff's  
10 recommendation, this direction that we're going, so  
11 that --  
12 MS. FEORE: Yes. So staff made the  
13 recommendation based on the very urgent need and  
14 also based on Mr. Magee's extensive background in  
15 the public arena.  
16 TRUSTEE TONKING: Great.  
17 And then I have a couple questions for  
18 you, Mr. Magee. My first question is how often,  
19 like how many days a month do you plan on being in  
20 the District?  
21 MR. MAGEE: I disclosed to a couple of  
22 members of the Board the reasons why I could not  
23 move up here immediately. I'd love to. I'd love to  
24 be able to. That is not possible right now.  
25 And so what I have done is I'm typically

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1 up here a minimum of every other week, and then  
2 anytime there's a special meeting I've come up as  
3 well. So I think this is the fourth time in the  
4 eight months that I've been here that I've come up  
5 three times over the month. And if there's a  
6 special meeting, special circumstances, emergencies,  
7 whatever it is, I can make arrangements to get up  
8 here and I absolutely will.

9 But I also think the reality of it is I  
10 spend so much of my day in meetings and answering  
11 emails and on the phone with various interested  
12 parties that it would be unrealistic to think that  
13 I'm out on the golf course playing golf with  
14 constituents. I just don't think I would have time  
15 for that.

16 TRUSTEE TONKING: And I don't think that's  
17 truly the concern. I think my concern is this  
18 community within and of itself is a niche, and  
19 becoming and integrating it and since you, A, have  
20 never been in the community really and then you're  
21 taking on this role and by default have to be part  
22 time, my concern is how do you start to learn about  
23 those intricacies?

24 IVGID is a government agency that  
25 represents and provides -- quasi governmental --

39

1 don't care if it's over Zoom, we can do it on an off  
2 week. Either way, I'm more than happen to listen to  
3 all the voices.

4 TRUSTEE TONKING: Then I just have two  
5 comments for the Board. My first comment is, as we  
6 know, I'm not a big fan of thinking of a two-year  
7 contract. I just don't feel like that's the right  
8 choice for the community at this time.

9 My other thought is when looking at  
10 Section 6, my thought is creating some form of  
11 probationary period, whether it's six months,  
12 five months, something in there to see how this even  
13 works because I do have concerns that it could be a  
14 little different logistically, and I'd like an  
15 opt-out method.

16 That's how I'm feeling and that's where I  
17 sit. Those are just more term issues than the  
18 issues as a whole. And then my other issue is 4.1,  
19 because it's not something that we do for everybody  
20 else in the District, and I find that a little bit  
21 off putting.

22 CHAIR SCHMITZ: Are there any other  
23 comments or questions?

24 TRUSTEE TULLOCH: I'll disagree with my  
25 esteemed colleague here. I think two is correct. I

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1 provides services for the community acrossed in a  
2 bunch of different ways, and so how do you -- and  
3 how do you feel like you're going to be able to  
4 engage staff and the community because you still  
5 have to because we provide service that, that is our  
6 role, we provide service for the community.

7 MR. MAGEE: That's a very fair question.  
8 And I think that is a big part of what the general  
9 manager's role is to listen to all of the voices.

10 And so obviously elected officials are  
11 here to represent the constituency and they hear  
12 from the constituency a lot, and I need to be  
13 scheduling weekly meetings with you to make sure --  
14 with each of you to make sure that I'm hearing those  
15 concerns.

16 In addition, I've already met with a  
17 number of members of the community, and I continue  
18 to reach out to people that have expressed interest  
19 in meeting with me. I'm more than happy to meet  
20 with anyone that wants to sit down and express their  
21 opinion. I'm working on getting one scheduled right  
22 now. I will be on-site every other week at a  
23 minimum.

24 And so the intention is if you wish to  
25 meet with me on-site, I'm happy to do it. If you

40

1 think it's impossible to go into the -- we've heard  
2 people talk of it, wanting vision and leadership  
3 coming from the new general manager, and we want to  
4 put him on probation so month to month you don't  
5 know whether to move forward with things or not.

6 I think it's -- having served in a lot of  
7 these leadership positions, it's perfectly normal to  
8 have a contract of that period. I think it gives a  
9 time to get things done and actually move things  
10 forward. Otherwise, four- or five-month period is  
11 very easy, and I've seen it happen before where the  
12 new general manager just gets squeezed out by people  
13 exercising a pocket veto and just trying to obstruct  
14 everything. I'm not suggesting that would happen  
15 here.

16 I think it's important to have security of  
17 tenure in terms of that, and I agree with a two-year  
18 period.

19 One thing I would actually say in the  
20 contract, I think in terms of the -- when I look at  
21 6.4, would you be adverse to changing that? I think  
22 it's also important that this is semi-symmetrical.  
23 Would you be adverse to changing the 90-days notice  
24 to you to 120 days?

25 Obviously, we've seen how long it's taken

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1 to get a new general manager on this occasion. I  
 2 think 120 days would actually give us a bit more  
 3 breathing space. Any objections to that?  
 4 MR. MAGEE: No. I watched how this  
 5 process has played out, and I certainly understand  
 6 the concern. I'm perfectly fine with changing that  
 7 section to 120 days. I'm fine with that.  
 8 TRUSTEE NOBLE: So Mr. Magee and I have  
 9 talked a few times. I do support him becoming the  
 10 GM at this time.  
 11 My concern is the contract and the length  
 12 of the contract given that he is going to be on-site  
 13 part time. And we've discussed that with COVID  
 14 things have changed and it's become much more  
 15 doable. And he has been extremely responsive to any  
 16 of my requests, and anytime I've reached out to him  
 17 he's been readily available, and I very much  
 18 appreciate that.  
 19 With that said, this position, GM, to me  
 20 is different. And if we're going to try this, I  
 21 would like to have a trial period. That's why I  
 22 requested I believe at the last meeting to consider,  
 23 at least consider a one-year contract.  
 24 And so presented with a the two-year  
 25 contract, I'm going to be voting no on it. It has

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1 period, then would you guys be open to a two-year  
 2 agreement? Or would it still be a one-year  
 3 agreement?  
 4 TRUSTEE NOBLE: With a six-month trial, we  
 5 would come back in six months and decide whether or  
 6 not to continue it then for two years at that point?  
 7 TRUSTEE DENT: Correct. I'm asking it  
 8 because both of you had said the term is the issue  
 9 and that we should do a trial period.  
 10 And so I'm saying if we did a trial period  
 11 for three months, six months, I don't know what that  
 12 number is, would going into a two-year contract at  
 13 that time or something within this contract that  
 14 makes it turn into a two-year contract, would that  
 15 be something that you guys would be open to? Just  
 16 curious based on your comments.  
 17 TRUSTEE NOBLE: I would consider that. I  
 18 think, though, you've already got in this the Board  
 19 evaluation on December 31st, that that will be the  
 20 other opportunity that you can extend it for another  
 21 year past that. So whether it's six months or now  
 22 we're looking at nine months, I don't know if it  
 23 really makes any difference.  
 24 TRUSTEE TULLOCH: Thank you to my other  
 25 esteem colleague for reminding me of my remarks. I

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1 nothing to do with his qualifications for what the  
 2 job is. Based on the fact that if we had two  
 3 identical candidates, one could be on-site two weeks  
 4 out of the month, and the other could be on-site  
 5 every week of the month, I would absolutely go with  
 6 the one who could be on site all four weeks of  
 7 month.  
 8 With that said, I will do everything I can  
 9 to support Mr. Magee in the hopes that he is  
 10 successful in the position and prove me wrong that  
 11 we did not need to have -- my concerns of this are  
 12 unjustified and unwarranted and we can move forward  
 13 with that.  
 14 I am a bit surprised that Trustee Tulloch  
 15 is in agreement with the two-year contract given at  
 16 the June 23rd meeting last year, when I had proposed  
 17 that we do a one-year extension with GM Winquest's  
 18 contract, he stated that he didn't see any need for  
 19 doing anything like that. If anybody's interested,  
 20 it's the transcript at page 99 on that.  
 21 But other than that, I have nothing else  
 22 at this time.  
 23 TRUSTEE DENT: I guess regarding the trial  
 24 period, how would that change the term? I'm just  
 25 asking my colleagues, if we did a six-month trial

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1 didn't bother looking at that there. I'm looking at  
 2 the current situation, a different situation.  
 3 I think the difficulty -- it sounds  
 4 wonderful, let's put him on a six-month probation to  
 5 see what's happening, and let's micromanage -- since  
 6 the community seems to think that you get  
 7 micromanaged by the Board here, let's micromanage  
 8 his every move so every time he did something  
 9 somebody in the community doesn't like, they can  
 10 express feigned outrage on social media, this has  
 11 got to stop, this man has got to go, and things. It  
 12 just makes it almost impossible to do the job  
 13 because there will be some hard decisions and things  
 14 required, and not necessarily everyone in the  
 15 community will like some of these decisions  
 16 regardless of what they are.  
 17 I think it's important that you have the  
 18 stability of the two-year period to do this. As has  
 19 also been pointed out, there's an evaluation on  
 20 December the 31st, so I don't fail to see the value  
 21 of an evaluation period unless we then spend another  
 22 two meetings deciding the rules for the evaluation,  
 23 what you're going to be evaluated on, and what  
 24 improves it.  
 25 I think we have the same options to make



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1 changes regardless, so I'm not in favor. I don't  
2 think a trial period for this worthwhile because  
3 there's no point having somebody that's walking on  
4 egg shells all the time, which part of the community  
5 am I going to upset this time?  
6           It makes it very hard to express  
7 leadership and move the District forward, and that's  
8 what we really need to do this stage.  
9           TRUSTEE TONKING: I was going to address  
10 Trustee Dent's question. I'm fine with a six-month  
11 trial period or doing something that allows like  
12 after first evaluation, something that says like --  
13 again, Mr. Magee, we've had differences at the  
14 beginning, we've talked about it. I feel like he's  
15 done a great job in a lot of the role as a financial  
16 director. I have not seen him in this role at all  
17 and I don't know his complete understanding of the  
18 District, and I just want some time to see that. I  
19 feel like that's the right decision for this  
20 community, personally, and I could go for a six  
21 month or until evaluation is fine.  
22           I'm saying to give us an opportunity to  
23 think about it and see how it goes because this is  
24 very different than what we've been talking about  
25 for the last year.

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1 would find any candidate who would be willing to  
2 accept that type of an employment agreement.  
3           So I think that we have the benefit here  
4 of having had the opportunity to work with you for  
5 six, seven months now, and we've all seen your  
6 dedication to the District, we've seen your  
7 dedication to the staff, we've seen the dedication  
8 to trying to deal with very, very difficult  
9 situations, and you've shown that you don't shy away  
10 from those.  
11           I can't -- I just don't think it's right  
12 or fair or even equitable because I think we would  
13 not have had those types of conditions on a  
14 candidate that we potentially would hire. And I  
15 think two years is an amount of time that you can  
16 sufficiently impact the District in a positive  
17 manner.  
18           I think that you've encountered so far  
19 some great challenges. It's going to take time and  
20 energy to work through those challenges, and I  
21 personally believe it's probably going to take you  
22 two-plus years to confront some of the challenges  
23 that you've already identified.  
24           So with that, I'm interested in what the  
25 Board -- what action the Board would like to take at

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1           TRUSTEE DENT: Trustee Tonking, my  
2 question was would you be willing to sign on to a  
3 two-year contract after that six month or three  
4 month or whatever, nine-month trial period?  
5           TRUSTEE TONKING: Yes, but not after three  
6 months. But yes. I feel like three months is too  
7 short to decide something.  
8           CHAIR SCHMITZ: Any other comments or  
9 questions?  
10           I will share my thoughts. We have the  
11 opportunity before us today to be appointing a  
12 candidate that we've already had six months of  
13 working with. We've all had six months of working  
14 with him, and he has been very supportive and  
15 instrumental to the interim General Manager,  
16 Mr. Bandelin, during this time.  
17           We could have potentially had a candidate  
18 who we've never worked with before, and there's no  
19 way someone would accept coming in on a trial basis.  
20 This is a commitment, and a commitment that is very  
21 important to our community.  
22           I think that Mr. Magee has already proved  
23 his three or six months of value to this  
24 organization, and I don't think it's wise to put  
25 someone on a probationary period. I don't think you

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1 this point.  
2           TRUSTEE TULLOCH: I would echo those  
3 comments. I think we share the same thoughts on  
4 that, as you put it so eloquently.  
5           Mr. Magee has been working very diligently  
6 here. I've had the opportunity to work very close  
7 with him. We've made some tremendous strides.  
8           I think people forget, I hear these  
9 comments, this board has done nothing, this board's  
10 done nothing.  
11           This board has got the effluent pipeline,  
12 the first section built, we've got commitment to  
13 build the rest of it. We've now commissioned the  
14 effluent storage tank. We're moving forward in the  
15 beach building. These are all significant things  
16 for community, very important, welfare and  
17 everything of the community that previous boards  
18 have sat on for seven or eight years. We've  
19 actually moved them forward in the last six,  
20 nine months.  
21           Mr. Magee has been part of actually moving  
22 that forward, so I'm very happy with what I've seen  
23 so far. I don't think a probationary period is  
24 appropriate at all. I think it's time we voted on  
25 the two-year contact as per the recommendation.

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1 CHAIR SCHMITZ: Would you like to make  
 2 that motion?  
 3 TRUSTEE TULLOCH: I usually rely on  
 4 Michaela for that. Okay, I'll make a recommendation  
 5 that the Board of Trustees make a motion to approve  
 6 the general manager's employment agreement, subject  
 7 to change on 6.4, change the notice of termination  
 8 by the general manager from 90 days to 120 days.  
 9 TRUSTEE DENT: I'll second.  
 10 CHAIR SCHMITZ: Motion's been made and  
 11 seconded. Is there any further discussion?  
 12 TRUSTEE TONKING: I will be voting no on  
 13 this, not because I don't believe that Mr. Magee  
 14 will do a good job, I just don't believe that we  
 15 have the proper information, and I would push back  
 16 and say in the beginning we would have had an  
 17 interview, so I would have got to see multiple  
 18 candidates instead of just one. And I also am in  
 19 disagreement with benefits section 4.1.  
 20 That's why I will be voting no,  
 21 contractually, but I am excited to see how it goes  
 22 for you.  
 23 CHAIR SCHMITZ: Any other discussion?  
 24 TRUSTEE DENT: Yeah. I'll just say I  
 25 think having vacant positions over the last six

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1 months, nine months, a year, I think it is important  
 2 to fill those roles. And having a general manager  
 3 that is going to be in a position for two years,  
 4 just like any other general manager that would be  
 5 hired, creates consistency for the District,  
 6 something that is needed.  
 7 I will be supporting this.  
 8 TRUSTEE TULLOCH: I would follow up on  
 9 Trustee Dent's comments. We've got various vacant  
 10 positions and keep seeing all this fury on social  
 11 media that the Board's not filling anything. No, we  
 12 haven't been able to fill those positions because we  
 13 need to get the general manager in position first.  
 14 We've been putting off all sorts of important  
 15 decisions for that. I think this is the opportunity  
 16 to start moving forward further.  
 17 We've achieved a whole lot in the interim,  
 18 but we can achieve a whole lot more once we have  
 19 some stability and certainty at the top, so I shall  
 20 be voting for the motion.  
 21 CHAIR SCHMITZ: Any further discussion?  
 22 Seeing none, I'll call for the vote. All  
 23 those favor?  
 24 TRUSTEE TULLOCH: Aye.  
 25 TRUSTEE DENT: Aye.

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1 CHAIR SCHMITZ: Aye.  
 2 Opposed?  
 3 TRUSTEE NOBLE: No.  
 4 TRUSTEE TONKING: No.  
 5 CHAIR SCHMITZ: Motion passes three to  
 6 two.  
 7 Mr. Magee, you heard from all five of us.  
 8 We appreciate your efforts, we will support your  
 9 efforts, and I'm grateful, on behalf of the  
 10 District, that you're interested in taking up this  
 11 additional position of general manager.  
 12 TRUSTEE TULLOCH: I echo your comments. I  
 13 think it's also -- I think also acting General  
 14 Manager Bandelin, huge thanks for the work he's done  
 15 over the six months of standing in. I know how  
 16 stressful a job it's been, running Diamond Peak as  
 17 well as this.  
 18 I'd like to express my personal thanks,  
 19 and I'm sure the rest of Board would as well.  
 20 CHAIR SCHMITZ: Thank you for bringing  
 21 that forward.  
 22 Yes, we are all very grateful. You have  
 23 done a fabulous job, and I am sure that Mr. Magee  
 24 will still continue to lean on your expertise and  
 25 your knowledge of the District as he moves forward.

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1 Thank you very much for being willing to step up and  
 2 fill this void. It's been a challenging time and  
 3 you have done a stellar job in addition to keeping  
 4 Diamond Peak running smoothly. Thank you so much.  
 5 MS. FEORE: I just wanted to let you know  
 6 that I will have this contract with the change  
 7 updated and ready for your signature following the  
 8 end of this board meeting.  
 9 CHAIR SCHMITZ: Thank you.  
 10 **Congratulations and thank you.**  
 11 G 2. Fiscal year 2024/2025 BOT Retreat  
 12 CHAIR SCHMITZ: Moving on to general  
 13 business G 2, the fiscal 2024/2025 Board of Trustee  
 14 capital budgeting and five-year planning.  
 15 Requesting member is our newly appointed General  
 16 Manager and Assistant Director of Finance Adam  
 17 Cripps.  
 18 MR. MAGEE: And would like to, first of  
 19 all, just take a brief moment to recognize Mike  
 20 Bandelin also. He's been a great influence to me,  
 21 and I really appreciate everything that he's done  
 22 for the District and for me personally.  
 23 And moving on on to this item, I had asked  
 24 Assistant Director of Finance, Mr. Cripps, to really  
 25 take the lead on this. So I personally am

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1 incredibly proud of the work that he and his team  
 2 have done. I thought they did a fantastic job in  
 3 putting together today's presentation.  
 4           And so at this point, I'd like to turn it  
 5 over to him to guide the discussion today, and  
 6 hopefully the Board finds it as valuable as we did  
 7 in putting this together.  
 8           MR. CRIPPS: Good afternoon, Chair,  
 9 members of the Board. As we continue rolling  
 10 forward with the preparation of the fiscal year  
 11 '24/'25 budget, a major component of planning is  
 12 capital.  
 13           Before us today is a document that  
 14 encompasses projects that have been identified for  
 15 the upcoming fiscal year and beyond. What the  
 16 intention of this presentation is today is to help  
 17 staff define what projects, along with their  
 18 priorities, align with that of the Board.  
 19           So a little bit of housekeeping is in  
 20 order. I would like to bring attention to the  
 21 supplemental fleet schedule. This replaces the  
 22 schedule at the end of the packet. I would like to  
 23 note that while the entire summary down to the  
 24 individual departments originally tied together,  
 25 that was based on the outdated fleet schedule that

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1 we had at print of this item.  
 2           Another note, there may be a few projects  
 3 identifying a priority that may not have been  
 4 updated by the time of printing. So this is the  
 5 first round at this. We did have a lot of moving  
 6 parts. We did identify a couple after another  
 7 review that there may have been some priorities  
 8 identified in the packet that may have been moved  
 9 already.  
 10           So back on the item at hand. While this  
 11 document indicates items to be placed within a  
 12 certain fiscal year, I would like to state that at  
 13 this stage, this is a flexible capital plan. After  
 14 review of the projects and prioritization alignment,  
 15 staff will still need to take the data back in order  
 16 to complete the capital component of budget  
 17 planning. With the finalization of the budget  
 18 entry, a full analysis will be done with respects to  
 19 resources available for these projects.  
 20           Currently, ongoing projects will continue  
 21 on with the highest priority after the available  
 22 resources analysis and internal management level  
 23 budget review takes place to better identify if new  
 24 projects for the upcoming fiscal year are, in fact,  
 25 viable.

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1           To note, while prior projects continue to  
 2 move forward, it is still recommended that new  
 3 projects are budgeted as it affords staff the  
 4 ability to move on with other projects as  
 5 opportunities arise. These new projects remain  
 6 contingent on available staff and funding resources.  
 7           To help guide readers, as this is a new  
 8 format, a key has been included to help identify the  
 9 different sections of the project sheets. In these  
 10 sheets, the staff has made their recommendations in  
 11 which for the Board to make their own  
 12 recommendations as to the priorities.  
 13           To further help, I'd like to explain the  
 14 project sheets. In the beginning, you have what we  
 15 have as an introduction, and what it does is it  
 16 actually defines how to use this document. We've  
 17 numbered these items -- and I will also refer to a  
 18 page that I pulled out of the packet there, we label  
 19 it as page 41 of your packet, but also 23 in the  
 20 bottom of the sheet of the project.  
 21           What you'll see is you'll have your title,  
 22 you'll have your descriptive picture of the  
 23 project -- and we fully intend on the ones going  
 24 into the budget will have a photograph -- the  
 25 project number, the department or division -- which

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1 could be a subunit of the department so it's more  
 2 specific to the ask that will be used -- the project  
 3 manager, the project category. And with the  
 4 categories, we have further defined what those mean.  
 5 There's a list also going down regarding where this  
 6 asset would fit or this capital project would fit.  
 7           And then we've given it a priority, a  
 8 description of the project, the purpose of the  
 9 project, what expenditure phase, because you may see  
 10 some projects that extend over multiple  
 11 fiscal years. And then at the bottom we've  
 12 identified funding sourcings, so that way we can be  
 13 fully transparent with what we intend on using for  
 14 funding sources.  
 15           But, again, this is just at glance what we  
 16 intend on doing. This is not the actual budget that  
 17 we're looking at today or we have prepared for you  
 18 today.  
 19           I would like to move this item forward by  
 20 inviting staff and giving them the opportunity to  
 21 speak directly on some of these projects while I  
 22 will remain available to answer questions along the  
 23 way with respects to the upcoming budget.  
 24           If I could, I'll invite interim Public  
 25 Works Director Kate Nelson, as she'll have a number

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1 of projects she wish to discuss, and then we'll open  
 2 it up to the Board to also discuss some projects  
 3 that we would like to get their priorities on.  
 4 CHAIR SCHMITZ: Could you hold for just  
 5 one second?  
 6 TRUSTEE TULLOCH: Just before we move into  
 7 depth and the individual projects, unfortunately,  
 8 Adam, this is one of my sweet spot areas, one of my  
 9 concern areas.  
 10 I think this is a great start on some of  
 11 these things. I would say I see some things, I'm  
 12 sure it's just not completed yet. When I look at  
 13 the project sheet, I don't see anything about  
 14 operational savings, I don't see anything about what  
 15 the savings anticipated from projects are, which is  
 16 an important part.  
 17 I also see lots of them here saying it's  
 18 just to prevent failure without prevention of  
 19 failure. I'll assume that is just because it's only  
 20 an interim document at the moment.  
 21 I also see others saying it's justified  
 22 because of a cost benefit analysis without any cost  
 23 benefit analysis. I would encourage to add these  
 24 things to the sheet so we actually know what we're  
 25 actually doing, because if we're expending capital

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1 and major investment, whether it's to increase  
 2 productivity and that, we should be showing what  
 3 these savings are. To me, that's a critical part of  
 4 it. I've run several capital investment committees,  
 5 that's always a critical part of it, so let's make  
 6 sure we understand that so we understand what the  
 7 justification for the project is because -- and we  
 8 also make sure that we deliver the savings because  
 9 if a project is going to deliver savings, we need to  
 10 identify what budget that comes out of, otherwise,  
 11 it's not actually any saving.  
 12 It just -- I think this is a great start,  
 13 and just before we go into depth, I just wanted to  
 14 give an overview on that perspective, how we can  
 15 actually improve that and think about it going  
 16 forward.  
 17 MR. CRIPPS: If I may kind of address  
 18 that, what these are designed to do is give us an  
 19 overview as to why we consider them for the budget.  
 20 When it does come to the actual project itself,  
 21 there would be a study that entails those exact  
 22 details.  
 23 By design, it's really -- we want to give  
 24 it an overview as to why these would be included on  
 25 this budget versus a budget in two years or three

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1 years, and we have a five-year outlook on this.  
 2 We did build this year as more of an  
 3 overview, and that's why you don't see those types  
 4 of details in it.  
 5 TRUSTEE TULLOCH: Understood. But,  
 6 obviously, it helps us understand if a priority is  
 7 accurate, if it's something that's going to produce  
 8 significant operating savings for the District. To  
 9 me, that's one of the critical aspects of it: Why  
 10 are we spending this money?  
 11 And also the other thing, what are the  
 12 increased operational costs associated with these  
 13 projects, because that's always the other knock on  
 14 part of it. Some of them don't produce savings,  
 15 some we have to do, but then they also add onto  
 16 operating costs.  
 17 To me, that's an important aspect of  
 18 prioritizing them as well.  
 19 MR. CRIPPS: Understood. Thank you.  
 20 CHAIR SCHMITZ: May I just dovetail on  
 21 that also is that good point about the operating  
 22 costs. But there are things in here that say "it's  
 23 going to reduce the costs," so return on investment  
 24 is part of the decision-making and prioritizing.  
 25 Going back to our board training, and

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1 maybe this is where we can tie some of our board  
 2 training into this, is to clearly identify what  
 3 problem are we trying to solve. And if some of the  
 4 problem is we're trying to reduce operational  
 5 expenses, that would be, potentially, something to  
 6 include as to why this project is important. What  
 7 is the problem? How big is it? How many people are  
 8 being impacted by it? How much is it costing us?  
 9 That's kind of a tie-in to some of our  
 10 board training. We can talk about that offline, but  
 11 this is an excellent cleanup to, I think, what we've  
 12 had in the past.  
 13 Getting back on track. Sorry about that.  
 14 MS. NELSON: From my perspective, all  
 15 water sewer projects are a priority. We aren't out  
 16 there digging up good infrastructure just to replace  
 17 it because we can. We're out there to make sure  
 18 we're providing the best infrastructure to provide  
 19 health and safety for community.  
 20 I'm not going to bore you with any of our  
 21 great projects, but I do want to touch on one  
 22 specifically, and Adam used this one as an example.  
 23 And I think I can actually walk you through our  
 24 thought process on this, and it is page 41 of our  
 25 board packet. This is a HHW prefab chemical storage

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1 building.

2           Currently the Waste Not section of Public

3 Works offers a service to the community of

4 collecting the household hazardous waste throughout

5 the community. This is a no-charge service because

6 we actually get reimbursed from the Waste Management

7 contract for a portion of this. We're getting to

8 the point where the park's leftover storage

9 container that we've been utilizing for hazardous

10 storage is delapidated, it's leaking, it's no longer

11 safe, in my opinion, to be holding hazardous waste.

12           What we've done is we've gone out and

13 solicited what does a new container cost? What does

14 a self-contained container cost? And when I say

15 "self-contained," it has fire suppression. The

16 current container, of course, does not have fire

17 suppression, in addition to the leaks. So we have

18 those costs that's presented in the equipment costs

19 of \$120,000 for a self-contained unit.

20           We are also experiencing, like everything

21 else, the cost of disposal are going up, so the

22 amount that we're receiving from our Waste

23 Management contract is not going to cover the

24 service that we're providing. So we are looking at

25 shortening the service schedule, making it start

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1 after Memorial Day and go to like a week or two

2 beyond Labor Day. We're going to reduce the number

3 of days, but we're going to extend the schedule. We

4 would take more appointments in that day, but we

5 wouldn't be offering it multiple times a week, so

6 we're looking in reducing the hours that are being

7 served.

8           And then, currently, we also have a

9 request for proposal out advertised for outsourcing

10 of this. So that would look like a company comes in

11 after the day of collection, takes everything away

12 that day. If that is more cost effective, we don't

13 need the chemical storage building.

14           By Adam talking to you about this being a

15 flexible document, this project may go away because

16 we're going to outsource it. Those proposals won't

17 be due back until the end of the month. That's why

18 we're still evaluating this.

19           That's our process of how we're coming to

20 you, saying: This is a need, it's been identified,

21 and here's the information we know today.

22           CHAIR SCHMITZ: Questions?

23           TRUSTEE TULLOCH: Should we put some of

24 these alternative approaches there so it saves us

25 having to ask at board meetings for -- you've

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1 identified what might be a very effective proposal

2 instead. I don't want to extend the sheet too much,

3 I've already asked for stuff on it, but it would be

4 nice to have some of these alternatives so we don't

5 waste time at board meetings telling you to go back

6 and look at other alternatives.

7           It would be nice to see it coming in on

8 one.

9           CHAIR SCHMITZ: I have a question on this

10 one, and that is why isn't it Waste Management's

11 responsibility and why are we always trying to

12 reduce the hours while we're increasing the cost? I

13 don't understand why we're doing it like this, and

14 are we really providing the valuable service because

15 having it shorter from -- only from Memorial Day to

16 Labor Day, there's a lot of time of the year that

17 isn't being used.

18           Why isn't this being handled by Waste

19 Management?

20           MS. NELSON: First I'll address the

21 schedule. Right now, we would normally open at the

22 beginning of April and extend it through November.

23 We aren't open during the wintertime for obvious

24 reasons.

25           The way I understand it is this is part of

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1 the Waste Management contract that we're in

2 currently and is not due to renegotiate for a

3 few years. This is what we're dealing with today,

4 what we've dealt with throughout the contract terms,

5 so we're just trying to make sure that we are

6 providing the service to the community within the

7 means that we are being reimbursed through the

8 contract.

9           CHAIR SCHMITZ: So what are terms of the

10 contract? What's the requirement that we have to

11 fulfill?

12           MS. NELSON: That, I don't have handy with

13 me, and I don't know that we want to get off topic

14 that much today. But I will take those comments

15 under advisement, and I'll get you the answers.

16           CHAIR SCHMITZ: Yeah. Just hazardous

17 waste is year round. I don't know why we -- yes, we

18 plow, we plow our parking lots, we plow things, so I

19 don't quite understand why we don't have a service.

20 And this has been a question of mine for quite some

21 time. I don't mean to go into weeds on our budget

22 discussion, but if we're going to be expending

23 \$120,000, we need to understand contractually where

24 we are and is that a wise investment for the

25 District.

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1 TRUSTEE DENT: Without getting into the  
 2 weeds, but using this as an example. I just want  
 3 to -- have we talked to Waste Management about them  
 4 taking it on besides going out to an RFP? We've  
 5 gone back to Waste Management and asked them?  
 6 MS. NELSON: No, we haven't. We've just  
 7 gone out to RFP to see -- we did it last year and it  
 8 came in over budget, and we're doing it again  
 9 this year. We've actually gotten more interest  
 10 this year.  
 11 TRUSTEE DENT: The only reason -- I mean,  
 12 given that that's what they do is handle this stuff,  
 13 it might be the most cost-effective way to handle  
 14 this and efficient way to handle this is to allow  
 15 the people that handle this type of material to take  
 16 it on. I would just at least ask.  
 17 As far as all the decision points, I'm  
 18 just trying to understand where this item goes. The  
 19 priorities and stuff, I just want to make sure  
 20 that -- I like the new format, I think this is  
 21 helpful. I think when this comes back to us at a  
 22 later time, I think it would be easier to prioritize  
 23 if we have all the information, some of the  
 24 priorities as far as some of these projects.  
 25 CHAIR SCHMITZ: But you see just by

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1 talking about one how we don't have information, and  
 2 so we do get into the weeds and start asking a lot  
 3 of questions. Why are we doing this? What are the  
 4 alternatives to doing this?  
 5 MS. NELSON: That's the purpose of the  
 6 workshop is to not necessarily get into every single  
 7 project, but get a feel of where staff is and get a  
 8 feel of where the Board is and see if we can't get  
 9 those aligned.  
 10 CHAIR SCHMITZ: Makes sense.  
 11 TRUSTEE TONKING: I think the other thing  
 12 I would like, just as like a cheat sheet, is listing  
 13 all the ones that are priority one to three, just so  
 14 I can skip back and forth, because there's a few  
 15 that -- like for example, The Chateau one is a  
 16 priority one and a bunch of the work in there, which  
 17 I agree, but I also have this concern that The  
 18 Chateau has a lot of other issues, and I don't know  
 19 if we've thought about the alternative of what else  
 20 we need to do with that building. If there's a lot  
 21 more, maybe it makes sense revamping that whole  
 22 thing.  
 23 I saw a lot of The Chateau in there, and  
 24 they were priority ones, but I wasn't sure -- that's  
 25 why I liked Trustee Tulloch's idea of alternatives,

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1 like did we also think about we may need to rebuild  
 2 part of that place if there's some issues.  
 3 So, I guess that's kind of where I would  
 4 like to see, oh, what is this priority? Because I  
 5 saw it was later, but it's also kind of high up  
 6 there so then it becomes more of a concern for me.  
 7 Just having that cheat sheet would great,  
 8 it would be really helpful. And I love this format.  
 9 It's really, really a great. Thank you for all the  
 10 time you put in this.  
 11 TRUSTEE TULLOCH: I echo Trustee Tonking's  
 12 comments there.  
 13 And it also comes back to what we  
 14 discussed at the January board meeting when the wish  
 15 list from the Rec Center was coming forward. I  
 16 think it would be helpful to kind of find some way  
 17 to collate these together so we don't just see a  
 18 priority one, priority one, and a priority one for  
 19 each individual job -- Trustee Tonking's point -- so  
 20 we can actually make the right decision rather than  
 21 throwing good money after bad.  
 22 Like spending the five or six million we  
 23 spent on the pipeline while we've delayed building  
 24 it, which is just going to be written off over the  
 25 next two years and things now.

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1 The more we can look at it holistically  
 2 enough on either a building basis or a division  
 3 basis, it makes it much more effective to do it.  
 4 In fact -- and this is maybe slightly off  
 5 topic -- I just noticed in the description, we  
 6 describe the department as the premiere part and the  
 7 division as the smaller part, which is completely  
 8 backasswards compared to normal convention.  
 9 Normally, the division would be the larger part, the  
 10 department would be the individual part of the  
 11 division. It's just a minor point. I see General  
 12 Manager Magee smiling at that as well.  
 13 It's something to think about so we  
 14 understand what we're talking about. The  
 15 department, I think of it as a much smaller unit.  
 16 CHAIR SCHMITZ: If you could help us to  
 17 understand, let's step back for a second, how do you  
 18 want to go about this? What is it you're wanting to  
 19 accomplish?  
 20 Because I don't want to go and spend an  
 21 hour and be doing it unproductively, so how would  
 22 you like to orchestrate this discussion?  
 23 MR. CRIPPS: If I may. What this is  
 24 designed to do is really just provide an overview of  
 25 what we're going to take a look at during this

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1 budget process. And with the priorities what it is  
 2 is staff, through each department, has identified  
 3 what they believe to be a priority, however, that  
 4 doesn't mean that the resources are available for  
 5 it.

6           This isn't just an all-encompassing wish  
 7 list of any sort; what this is is really just giving  
 8 us an opportunity to see what the budget is going to  
 9 look like. Once we have that budget, the review  
 10 begins to recognize whether the resources are  
 11 available.

12           What we're actually looking for today is  
 13 with staff prioritizing these, which we would be  
 14 including in our first run of the budget before we  
 15 start to analyze to make sure that the resources are  
 16 available, we would like to make sure that the  
 17 Board's priorities align with staff's.

18           So if the Board does have some of these  
 19 projects that they would like to make sure --  
 20 because when we do the analysis and if it comes to  
 21 maybe there's projects that we have to move on to  
 22 further down the road a fiscal year or two priority,  
 23 is that the Board's priority or is it staff's  
 24 priority? We want to make sure those two things  
 25 align.

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1           CHAIR SCHMITZ: With that, to Trustee  
 2 Tonking's point, is that it would be very helpful  
 3 for us to then have: These are priority ones.  
 4 These are priorities twos.

5           Otherwise, we're going through page by  
 6 page, and they're organized in a way based on  
 7 priority. And if you're asking for alignment  
 8 between Board priority and staff priority, that  
 9 would be a helpful resource to have the projects  
 10 grouped by prioritization category rather than by  
 11 this is parks, this is rec. Maybe those things but  
 12 then by priority.

13           For me, I think that as it relates to  
 14 fleet decisions, I think those decisions should be  
 15 made by venue managers. And I think venue managers,  
 16 they're responsible for the budget and the costs,  
 17 and if they don't feel there's a need to replace  
 18 some equipment, I think they should be making that  
 19 call because so many of these things in here appear  
 20 to be -- because its useful life, I don't know what  
 21 the definition of "its useful life," is that its  
 22 depreciated value?

23           But I think that these venue managers who  
 24 are responsible for the financial performance, they  
 25 should be ones working with fleet, getting the

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1 information from fleet, but it should be their  
 2 decision.

3           MR. CRIPPS: To the point, if I may  
 4 address that. That's part of why this document  
 5 isn't really like to solidify what our capital  
 6 budget is, especially with that fleet management.  
 7 What it does is really helps us identify what  
 8 components of the fleet should be reviewed  
 9 this year. And if those assets are still in play  
 10 and they are still very satisfactorily operating,  
 11 then by no means do we need to replace.

12           It is a venue manager's decision, but what  
 13 this does is allows us, affords us the opportunity  
 14 to really realize what could be coming up, and at  
 15 that point when we do address the budget  
 16 specifically, then the fleet managers are asked to  
 17 make sure that these are on deck to be replaced, is  
 18 it true that they need to be replaced. And if they  
 19 do not, then that continues to move down the road.

20           So it's not going to be that they're  
 21 budgeted this year just because they're on a  
 22 schedule, each asset is reviewed in that aspect.

23           CHAIR SCHMITZ: I think on that point, one  
 24 of the things were the golf carts at The Chateau. I  
 25 think that we didn't receive them until the end of

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1 2021 or the beginning of 2022.

2           TRUSTEE TONKING: The first season we used  
 3 them was this golf season.

4           CHAIR SCHMITZ: Yeah. And when we decided  
 5 to purchase them, part of the reason why is we felt  
 6 that based on how fleet maintains things, that we  
 7 would get at least eight years, and I'm seeing the  
 8 replacement of those golf carts in this five-year  
 9 plan, which doesn't align with how we made the  
 10 decision and when they went into service.

11           That's something I think should be looked  
 12 at.

13           TRUSTEE NOBLE: I'd like to echo Chair  
 14 Schmitz' comments in that the prioritization, I  
 15 think it's a distinction between what is operational  
 16 maintenance costs that the manager is going to be in  
 17 charge of. As Ms. Nelson stated, all water and  
 18 sewer projects are priority.

19           I would hope that the Board's not going  
 20 get in there and say, well, we think you should  
 21 delay that water main replacement for a couple of  
 22 years. We're getting way over the tips of our skis  
 23 on that, and that's, I think, a bad practice of the  
 24 Board meddling into those types of issues.

25           Same thing with ski lift maintenance and

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1 upgrade. I don't want get into Mr. Bandelin's  
 2 business and start making decisions that might  
 3 reducing the integrity and ability of those lifts to  
 4 actually run safely and properly.  
 5           And then I don't know if you want this  
 6 point, there's one or two things as far as  
 7 priorities that I've --  
 8           CHAIR SCHMITZ: Go ahead.  
 9           TRUSTEE NOBLE: Okay.  
 10           I'm looking under ski, page 26 of 191.  
 11 And I look at proposed fiscal year '27/'28, have  
 12 both the parking lot reconstruction as well as  
 13 Snowflake Lodge in those same years. I just don't  
 14 think that's going to be workable. I think each is  
 15 going to be a major project on its own.  
 16           I think, to me, the Snowflake Lodge -- and  
 17 I would ask other Board members to weigh in. The  
 18 Snowflake Lodge is the main priority from the Board  
 19 perspective for Diamond Peak, and I would like to  
 20 see it moved up a year, and the parking lot  
 21 reconstruction move back a year.  
 22           With that said, there's a \$6 million  
 23 placeholder, and I've spoken with Mr. Bandelin where  
 24 that dollar figure came up with and essentially it  
 25 is a placeholder. I'll guarantee it's not going to

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1 be six million. I don't know if it's above or  
 2 below, it's probably going to be higher, especially  
 3 when you consider that not only do you have the  
 4 lodge, but you're also going to need to upgrade the  
 5 Lakeview chair, as well as regrade Ridge Run, which  
 6 should probably be done the year prior before the  
 7 construction, because having to do -- there's no way  
 8 you can, I think, that you can physically regrade  
 9 Ridge Run as well as construct Snowflake in the same  
 10 season because it's going to be incredibly difficult  
 11 to even construct Snowflake in one construction  
 12 season.  
 13           And we don't have a bridging document yet.  
 14 I know that there's been money set aside to  
 15 basically build on what was in the Diamond Peak  
 16 master plan, just a specific piece dealing with  
 17 Snowflake, not everything else. There's a lot of  
 18 other pieces, and I don't want anybody thinking that  
 19 I'm that proposing Disneyland here. It is strictly  
 20 the Snowflake Lodge and what do we do with that.  
 21           Those were 2015 figures, we are now  
 22 nine years removed from that and a lot of things  
 23 have changed in both the community and what possibly  
 24 are the needs of Diamond Peak, and so those numbers  
 25 and the direction with regard Snowflake need to be

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1 updated.  
 2           I believe Mr. Bandelin is working towards  
 3 using those monies to figure out how to develop a  
 4 bridging document so we can do Snowflake in a very  
 5 concerted, methodical manner.  
 6           That was a long-winded explanation of  
 7 these two items.  
 8           CHAIR SCHMITZ: Did you have others?  
 9           TRUSTEE NOBLE: No. I circled other ones  
 10 because they're big-ticket ones, but those were the  
 11 only -- those were the ones that I felt I wanted to  
 12 speak to.  
 13           TRUSTEE TULLOCH: I thought Trustee Noble  
 14 makes a lot of good points there.  
 15           I'm trying to step back a little bit from  
 16 this, look at it from some ways because this  
 17 continues -- one of the major issues that we've  
 18 discussed for a long time, things get snuck in in  
 19 the out years, and then when the out year appears,  
 20 it's, oh no, we've got to do it because it's in the  
 21 budget.  
 22           Which is completely wrong. A lot of these  
 23 things go in. And some of this documentation will  
 24 help hold that back a bit. We've created this state  
 25 of mind where, oh, it's in next year's budget, so

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1 we've got to do it, without really assessing the  
 2 overall whether it's part of the priority.  
 3           I think another issue I have looking at  
 4 this, a lot of this capital budgeting, yes, we do  
 5 need to do it in a five- and even sometimes in a  
 6 ten-year projection, but we've got a lot of small  
 7 projects in here. I'm thinking we should have some  
 8 sort of de minimis that we should not be trying to  
 9 put it in a five-to-ten-year capital plan. It makes  
 10 absolutely no sense, especially a lot of these are  
 11 still really op ex projects. I see we still haven't  
 12 weeded out the op ex projects. We still got  
 13 operational -- O and M projects in the CIP, which  
 14 again is just fundamentally wrong because it sends  
 15 the wrong message that there's free capital, we can  
 16 do this op ex work just under capital. I'm trying  
 17 not to push back on that except when it's worthwhile  
 18 because we get return on capital.  
 19           But maybe we should be looking at it  
 20 slightly differently and splitting up this. Looking  
 21 at the five-to-ten-year plan for the big projects,  
 22 the things like Snowflake Lodge, the pipeline, and  
 23 all these things where we do need to start looking  
 24 at how we finance them going further out.  
 25           When we've got 30,000, 40,000, 50,000 in



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1 vehicle purchases, do we really need to be  
 2 identifying these all out? Because all that does is  
 3 then it's continuing this trend, well, this  
 4 vehicle's due to be replaced in five years, we'll  
 5 get it replaced in five years.  
 6           Every vehicle replaced, we should be  
 7 looking at whether we actually need that vehicle  
 8 anymore, not whether it's due for replacement. Like  
 9 General Manager Magee, I've spent part of my career  
 10 running fleets as well. And I found in the utility  
 11 business, fleet costs was probably our second  
 12 biggest cost after labor. It always surprised  
 13 people, but managers and departments are always  
 14 (inaudible) to get rid of vehicles, and the  
 15 expensive vehicles are the ones that are sitting  
 16 there that are not necessary, they're there just in  
 17 case.  
 18           I agree with Trustee Schmitz, I don't  
 19 think we should be producing something like this,  
 20 this is how we're going to replace them because it  
 21 gives an automatic thing. We should maybe be  
 22 putting a provisional number in, year by year, for  
 23 what fleet replacement might cost. But then we  
 24 should be looking at every replacement individually,  
 25 whether it's still required, if there's a solid

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1 talks about how long things have been there. Like  
 2 ski did a really good job of this is a 41-year-old  
 3 counter weight cable, or this is a -- it just says  
 4 when things are 1960-purchased something, like the  
 5 fire hydrant said that. And so just kind of know  
 6 either where we are in these for life, I can better  
 7 understand why they're ranked better just for my own  
 8 help. If you could tell us how long we've had  
 9 something or that kind of thing, I think that would  
 10 be really helpful if at all possible.  
 11           And just to understand this document a  
 12 little bit more, and I trust staff's decision on  
 13 this, I'm looking at page 46 of 191, and this is a  
 14 reservoir roof replacement, and you have it as  
 15 priority three, but says it overflows and all these  
 16 things have happened, yet we don't need it for up to  
 17 five years.  
 18           So I'm just curious how those logics went  
 19 into it.  
 20           MS. NELSON: I will have to say that, yes,  
 21 the roof structurally has been damaged. It's not  
 22 impacting the function on the tank. That tank is  
 23 difficult to maintain.  
 24           So, yeah, there is a story behind some of  
 25 these things, but, yes, it does need to be done.

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1 business case for it. Is there a business case for  
 2 a smaller vehicle?  
 3           This is great here, but I go through this  
 4 and I see all these things appearing in the out  
 5 years. What are they? Where have they come from?  
 6           We saw earlier this year, a request for 6  
 7 million for the tennis courts in this budget year  
 8 because, well, it's never come to the Board, but  
 9 it's in the budget, so we've got 6 million to spend  
 10 on it. I think we need to look more realistically,  
 11 particularly the high-ticket items, and then also  
 12 start using a shorter time frame and batch buckets  
 13 to cover some of the smaller items, which we can  
 14 actually move forward on a year-by-year basis.  
 15           Just my thoughts.  
 16           TRUSTEE TONKING: I just have some  
 17 questions looking through this document.  
 18           So my first thing is do you think it would  
 19 be possible, I'm looking at page 80 of 191, and it  
 20 is -- this was just the first example I found of it  
 21 -- it is driving range improvements. And in it, it  
 22 says, "The purpose of this project is to replace the  
 23 hitting mats on a four-year rotation," which, okay,  
 24 whatever, surface use, blah, blah, blah.  
 25           If I look at page 105, for example, it

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1 Does it need to be done today? No. The tank is  
 2 functioning as is, but it does need to be addressed.  
 3           TRUSTEE TONKING: I was just curious on  
 4 how some of the logic went into some of them where I  
 5 was like, oh, I would put that priority one reading  
 6 it, but that makes sense, and I trust what you all  
 7 decide.  
 8           TRUSTEE TULLOCH: I think you picked an  
 9 excellent example.  
 10           If it's hitting mats for the driving  
 11 range, they only have a four-year life, why are we  
 12 capitalizing them? It's an operating cost. Let's  
 13 just replace a portion of it every year, it's  
 14 straight cost of the operation. You're claiming all  
 15 the revenues that come in from it as operating  
 16 revenue, why are we capitalizing things like that?  
 17           MR. CRIPPS: What this document is is it's  
 18 not a document saying what we intend on capitalizing  
 19 or not. What this is is to really open the doors of  
 20 what we're budgeting for so when you see items like  
 21 the golf mats, it's really to show the people of the  
 22 District what some of these funds are going towards.  
 23           So when they see improvements, it's not  
 24 that we're going to capitalize those, that's not  
 25 what these pages are indicating, it's really to open

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1 the doors from what's behind the budget, and that's  
 2 why we wanted to include the photos and really tell  
 3 a story of what we're spending this year's budget on  
 4 and why we're looking forward a couple years.  
 5           Yeah, they do have a useful life, and  
 6 maybe after four years, we may not need to  
 7 replacement them, we might get another year out of  
 8 them. But if we can show the citizens of what we're  
 9 actually doing and that they can see that we have  
 10 budgeting and they can expect probably during this  
 11 fiscal year that they're going to have new mats on  
 12 the driving range. I think that would be more  
 13 exciting for them when it comes to the budget  
 14 preparation, the budget book, and what they're  
 15 actually reading.  
 16           TRUSTEE TULLOCH: Understood. Again,  
 17 maybe we can start splitting out the capital  
 18 projects as opposed to what's actually operating  
 19 expenses that are going through the CIP.  
 20           I think I've made my views known in that  
 21 over the whole time I've been on the Board, because  
 22 it's a weird process to understand.  
 23           TRUSTEE DENT: I want to touch on two  
 24 things.  
 25           One is the \$6.3 million paving project,

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1 that is just a placeholder number, and at the time I  
 2 think there were like five or six options from like  
 3 a million bucks up to like \$8 million. So there  
 4 were several options there, so I think it would be  
 5 helpful for the Board to maybe discuss or prioritize  
 6 which project we think would be important, and then  
 7 we can actually put in a three-, five-year number  
 8 that's actually accurate.  
 9           Because at the time, the Board thought it  
 10 was a lot of money to be spending on a paving  
 11 project when we didn't know what the problem was we  
 12 were trying to solve, couldn't figure that out, and  
 13 so why spend 7, \$8 million on something that there  
 14 was an option. We were going to go and reconstruct  
 15 that whole thing, but then we were going to lose  
 16 some parking spots, we were going to gain some  
 17 parking spots, we were going to lose part of one the  
 18 runs. So there was a lot of stuff changing there,  
 19 and we said, okay, is there a safety issue we're not  
 20 aware of? What's the problem we're trying to solve?  
 21           I think it's important for a big legacy  
 22 project like that that we, before it goes into a  
 23 budget and even a five year, within this chart it  
 24 says: 2024, the Board decided that priority, the  
 25 number three level of this project, and that's why

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1 we're budgeting it.  
 2           So everyone kind of has an idea of why we  
 3 have 6.3 million in there when maybe this board only  
 4 wants to spend a million bucks. Once again, we  
 5 don't know what the problem is we're trying to  
 6 solve.  
 7           My number one priority when it comes to  
 8 capital improvement budget process is to budget and  
 9 then actually go out and build the projects. I have  
 10 not been on the board one year, this is my ninth or  
 11 tenth year going through this budget process, and  
 12 we've never done that. We always had a million --  
 13 this year it sounds like millions of dollars -- in  
 14 carryforward, and so I would rather have open early  
 15 than have all these projects we're telling the  
 16 community we're going to go and do and we're  
 17 budgeting to do, such as the skate park, such as  
 18 Incline Beach House. You can run through this list,  
 19 we've already approved the funds we want to move  
 20 forward, but we're just not doing it.  
 21           So, don't bring us stuff that can't get  
 22 done in a year. I'd rather open early, we have  
 23 plenty of fund balance, pull from the fund balance,  
 24 let's start another project, we're able to handle  
 25 it. And we know we have a shortage of resources

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1 when it comes to staff to be able to handle some of  
 2 these, so priority number one for me is to put a  
 3 budget together that we can actually meet and  
 4 execute on, not to over-budget again.  
 5           That's all I have to say on that.  
 6           CHAIR SCHMITZ: I concur. We end up  
 7 trying to plan things, and we never seem to get what  
 8 the priorities are done.  
 9           I'm very concerned about this skate park  
 10 because this skate park, my misunderstanding is, it  
 11 has to be done by 12/31 of this year. The fact that  
 12 it's showing up in a '24/'25 budget is concerning to  
 13 me. It was supposed to be getting done, this year,  
 14 it has to be finished in order to receive our grant  
 15 is my understanding. If I'm wrong -- but to have it  
 16 in a '24/'25 when we know darn well, yes, it is part  
 17 of the '24/'25 budget, but let's just understand  
 18 what we have to be delivering on, and we're falling  
 19 behind all the time.  
 20           The Board has identified Snowflake  
 21 Lodge -- and the community. The Board and the  
 22 community have identified Snowflake Lodge as a  
 23 priority. I know that this past -- the current  
 24 fiscal year we're in right now, we did spend money  
 25 to do a survey up there in preparation for this. So

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1 to not have anything in a budget that tapers into a  
 2 major construction project, it isn't realistic.  
 3 If we're wanting to literally do Snowflake  
 4 Lodge and whether it's '26/'27 or '27/'27, there's  
 5 costs that have to be incurred in this fiscal year,  
 6 and if we don't budget for it and we don't commit to  
 7 it, then it's not going to happen in '27/'28. You  
 8 have to have a plan, a financial plan that gets you  
 9 to that goal.  
 10 So for Snowflake Lodge, just to have a  
 11 placeholder out there in '27/'28, it's not realistic  
 12 in how you actually deliver on a project, so we need  
 13 to have something in '24/'25 that starts continuing  
 14 on from the survey and doing a plan of how would you  
 15 do this if there's other things that need to be  
 16 done. So, to me, to have it just one lump, it's not  
 17 realistic.  
 18 The other thing that the Board and the  
 19 community have identified is looking at the  
 20 Recreation Center. Does the Recreation Center need  
 21 to be expanded? Does it need to be redesigned so  
 22 that it now fits the needs of the community? And  
 23 the things that are in here for the Rec Center  
 24 really seem to be more than just maintenance,  
 25 operational, buying new equipment, what have you.

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1 Some of it, I just think that it needs to  
 2 be looked at from a bigger perspective to say what  
 3 is it we're trying to accomplish and does it all fit  
 4 together and does it make sense? And I point out  
 5 the playgrounds because I was sitting there going,  
 6 well, how many playgrounds? Because they're  
 7 expensive. And are they different? I don't know.  
 8 I think having the Rec Center and  
 9 Snowflake Lodge and delivery on the Incline Beach,  
 10 realistically, that's a lot to try to accomplish in  
 11 five years.  
 12 MS. NELSON: As far as the skate park  
 13 goes, the budget actually should be in the '23/'24  
 14 budget, and not another 500 this year.  
 15 We will be bringing forward the -- up to  
 16 the 30 percent design, I think that had to move out  
 17 to April 10th, since we don't have a board meeting  
 18 at the end of the month. So that one is moving  
 19 forward.  
 20 Washoe County has to expend the funds by  
 21 '26, December of '26. We requested an extension  
 22 through next construction season, so I fully  
 23 anticipate that we'll receive that. When I talked  
 24 with their grant administrator, she didn't seem to  
 25 have an issue with that. I just want to put that at

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1 But there really is a need to evaluate what is it  
 2 that we need at the Rec Center, and can we  
 3 reconfigure what we have or do we need to plan an  
 4 expansion? And that isn't in this plan.  
 5 So I think between Snowflake Lodge, the  
 6 Rec Center, now Incline Beach -- we're in the works  
 7 with that -- I, too, agree wholeheartedly with  
 8 Trustee Dent is that if we can't do it, if we don't  
 9 have the capacity to start evaluating alternatives  
 10 for Snowflake Lodge in this fiscal year, then don't  
 11 just plug it in. Be realistic. I'm just pointing  
 12 out that to just have numbers that plug in really  
 13 doesn't build, it doesn't correlate with how you go  
 14 about delivering on a significant project.  
 15 I think that those things, and from a  
 16 board perspective, I think we're trying to look at  
 17 the things that the community is asking for and how  
 18 can we fit those things in and how do we prioritize.  
 19 One thing, I don't have the page  
 20 numbers and my memory might not be perfect, but  
 21 suddenly I start seeing \$500,000 here and there for  
 22 playground equipment. There's one at Ridgeline Park  
 23 and then Preston Park. How many playgrounds are we  
 24 going to be funding, and for what reason and what  
 25 location?

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1 ease.  
 2 Also if you'll remember, Snowflake Lodge  
 3 there is \$250,000 in this year's fiscal budget that  
 4 has been approved, and that's what we're working on  
 5 talking -- addressing Trustee Noble's issues of  
 6 requesting for an RFP to help get those bridging  
 7 documents available and ready.  
 8 Some of those things you don't see because  
 9 we're talking about the '25 fiscal year, not the '24  
 10 that's in process and in motion.  
 11 CHAIR SCHMITZ: So we won't be spending  
 12 anything on Snowflake Lodge in this next  
 13 fiscal year? I mean, you see the issue I'm bringing  
 14 up.  
 15 MS. NELSON: Yes, I see what you're  
 16 saying. But we already have that budget and it's  
 17 moving forward. I know we're not talking about  
 18 carryforward projects anymore. That budget has been  
 19 set for this year, and it will be encumbered and  
 20 followed through.  
 21 MR. BANDELIN: I'll just remind the Board  
 22 that during the budget workshop meetings last year  
 23 when it was my turn to speak on behalf of the ski  
 24 venue, the executive summary, I pointed out and had  
 25 noted in the summary that were budgeting \$250,000

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1 for a needs assessment for Snowflake Lodge.  
2 We are in the process now, we have a team  
3 put together, we're using our Mr. Noble, our Trustee  
4 Noble as our liaison, and we're in the process of  
5 meeting with -- putting together what we feel would  
6 be a good needs assessment.  
7 Not to be long-winded about it, although  
8 there's a placeholder in there of probably \$1,800 a  
9 square foot for a 2,000-square foot building is just  
10 a thumbnail kind of placeholder for that, but we're  
11 working on hopefully getting some -- I was talking  
12 to the Capital Investment Committee about this,  
13 bringing back something to the Board that shows that  
14 we're working on this project using appropriated  
15 funds within this fiscal year. So the project is  
16 well on its way. I think we'll be moving here  
17 faster in the near future.  
18 But I just wanted to step up and elude to  
19 the fact that it's not just that we haven't done  
20 anything. We've approached the Board, we've  
21 budgeted appropriations to work on the needs  
22 assessment, we've had a couple meetings, and just  
23 important to relay that information that at some  
24 point, depending on how much information the Board  
25 and how readily they would like information, our

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1 proposals.  
2 Kind of following the lead of the new  
3 finance team and Mr. Cripps and Mr. Magee, there was  
4 some comments about just numbers in the out years,  
5 but I'm taking the lead -- staff is taking the lead  
6 from the finance department they need to look at not  
7 just year one as far as funding goes, but like a  
8 five-year plan, if you will. And that's why I was  
9 kind of excited to speak on some of those  
10 big-picture items that Trustee Noble brought up.  
11 And then this evening too, we typically in  
12 the process of budgeting or prioritizing capital, we  
13 did kind of want to ask the question, or I did  
14 specifically, of could we get a feel from the  
15 trustees, and a couple of you spoke to it, on what  
16 are the priorities? We could take notes of those  
17 priorities. We eluded to a little bit in the Moss  
18 Adams report, how we were going to reach out to the  
19 community in community meetings and so forth and  
20 kind of an idea of what the flavor of the community  
21 is for our community services projects.  
22 And so it wouldn't be -- I think staff  
23 would appreciate maybe just a little bit of a round  
24 table on thoughts of priority projects, if this is  
25 the time or not.

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1 hopes would be that we would get community input on  
2 the size of the building, what the needs would be of  
3 the community, talk about some other aspects of the  
4 pro forma of the particular facility itself, what  
5 other items, as Trustee Noble spoke to, at the venue  
6 should likely or would not likely be done in support  
7 of that pro forma for the actual facility  
8 replacement of the 1966 building.  
9 CHAIR SCHMITZ: Thank you. And I wasn't  
10 talking about things not being done. It's that we  
11 need to budget so that we know we're going through  
12 the process.  
13 MR. BANDELIN: That's why I wanted to  
14 speak to, I think maybe the Board had forgotten, but  
15 I did speak in open session about how we funded that  
16 particular dollar amount to be able to start to work  
17 on that project.  
18 I will also elude to the pavement  
19 replacement, those are actually real numbers today  
20 from a supplier or a vendor that would replace curb  
21 and gutter and the asphalt in kind of what's there  
22 now. I did write in the description or narrative on  
23 the project that does not include any of the safety  
24 initiatives or enhancement that we -- I think it was  
25 2016 that we brought back those four different

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1 And then on the priorities of the  
2 projects, I mean, there's the finance idea of  
3 priorities, and then there might be someone like me,  
4 an operator, priorities might be health and safety,  
5 maintenance, care, and condition of the assets, and  
6 different types of wording for priorities.  
7 And then, you're correct, you do see a lot  
8 of maintenance, care, and condition items in the  
9 report, but Mr. Cripps did a good idea of we just  
10 wanted to be able to show this report as a whole.  
11 And then I'll reiterate what kind of  
12 address what the caller was saying on the report and  
13 with Mr. Cripps saying when we say this is a draft  
14 report, we want to show the board, then it's going  
15 to go into the back room with staff. And when Adam  
16 talks about resources, that's where we're talking  
17 about not just the funding side, but bandwidth of  
18 staff to be able to implement some of these.  
19 A lot of them, we'll be sitting down,  
20 we'll be looking at, okay, not just a priority, but  
21 these are the procurement ones, which would just be  
22 like following policy of goods and service  
23 procurement. And then we have the bigger ones that  
24 would take multiple months or years because of  
25 entitlements or design and implementation.

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1 So we have lots of work to do, but we  
2 really wanted to come here this evening and be able  
3 to start to show you the different process that  
4 we're going to be doing in the budget.  
5 CHAIR SCHMITZ: Thank you for that.  
6 Before you leave just, one quick question.  
7 In yours, the shuttle bus, my  
8 understanding is we approved your purchase of your  
9 bus. Is this another one, are you buying another  
10 one?  
11 MR. BANDELIN: This is a fleet project  
12 that what the Board approved was what I would call  
13 "a new initiative," and the new initiative was a  
14 14-passenger shuttle van to be able to help  
15 alleviate or the need to have the town community  
16 shuttle with only a CDL operator. So that project  
17 was a new initiative that was approved in the  
18 budget.  
19 And then these ones that you see are our  
20 normal operating ones that we're using now, that  
21 we've had in place since 2007, and these are up for  
22 replacement. I'll speak a little bit to, real  
23 quickly, about some of the comments from the Board  
24 that we or venue managers like myself would practice  
25 when that might be -- when it was purchased or

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1 that we would have one in year three.  
2 TRUSTEE TULLOCH: I think that's a good  
3 point, some excellent points there, and that's  
4 certainly the way it should be done. The venue  
5 managers should be looking at it.  
6 It's not like the one situation we had  
7 where we would request to replace moors that are  
8 five years old that already cost 19 bucks around  
9 just from maintenance over the last five years.  
10 That's where I believe we should be letting the  
11 venue managers make their business decisions and  
12 paying the price for it.  
13 I think I would echo Trustee Dent's  
14 comments. What would this look like if we did a  
15 very realistic consideration of what projects we  
16 could actually deliver this the next financial year,  
17 also taking into account the ones that we've already  
18 carried over, we're still trying to get there? I  
19 mean, a realistic estimate that -- even allowing  
20 maybe 30, 40 percent extra projects that we knew we  
21 could fit in if we get planning delays or something  
22 there?  
23 At the moment, if I look at what's been  
24 carried over, what's still extended, and I look at  
25 the requests for next year's, we know already

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1 depreciated, it may have had a 10-year life. So in  
2 2017, I meet with the fleet manager, we looked at  
3 the condition and the care that we've done on it, I  
4 push those out several years, and now they're coming  
5 back in.  
6 CHAIR SCHMITZ: So you are going to be  
7 buying another one? And it'll be not a van, it'll  
8 be a bus, and you have need, the capacity need for  
9 that?  
10 MR. BANDELIN: Yes. And you'll see there,  
11 that's the work that we'll continue to do on this  
12 draft project list is we'll look to see, like those  
13 were -- and I think Trustee Tulloch will know this  
14 because he commented on it when were doing the van  
15 -- both in the same year. And so we spread that out  
16 a little bit because I think what I told the Board  
17 in the staff report for the purchase of the shuttle  
18 van was that need of the 32-passenger wouldn't be  
19 Monday through Friday anymore because we would be  
20 using the shuttle van because that's kind of our  
21 demographic or our capacity during the Monday  
22 through Friday period, so we could extend the life  
23 out another year in the plan right now until we work  
24 through it some more. We would spread that out  
25 instead of making the purchase of two in year two

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1 there's no chance in hell we could actually do all  
2 that work. Why are we kidding ourselves? It's not  
3 like we're trying to arrange borrowing for all these  
4 projects as well. I saw somebody shaking his head  
5 in the background, oh, no, mats are capital.  
6 Bear in mind we're a government operation.  
7 We get no real benefit from capitalizing these  
8 things. There's no tax benefit for us, there's no  
9 return on capital for it, and that's why we've  
10 regarding capital as free and we've hidden it from  
11 operating expenses. That's why I push to have these  
12 things that are really just operating expenses,  
13 let's classify them as that. Then that also drives  
14 us to make the right cost decision because we're  
15 replacing vehicles because they're ten years old,  
16 not whether they necessarily need to be replaced,  
17 but, oh well, we're going to get a new vehicle just  
18 because it's capital so it's not really going to  
19 cost me any more in my budget.  
20 Let's make the correct cash decision on  
21 it. I mean, basically we're running the District  
22 currently on a cash basis. The only big borrowings  
23 really we have are for the pipeline, which is  
24 sensible, we're bonding that, it's a long-term  
25 project. But most of the rest are capital we're

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1 just funding from reserves and from the rec fee.  
2 So let's just be up front about it.  
3 Having come from the utility sector, oh, capital is  
4 free. No. I don't know about you guys, but every  
5 time I go to our bank manager and ask for free  
6 capital, he just laughs at me. There is no such  
7 thing. Capital is a cost. I believe all we're  
8 charging to operate venues is the depreciation.  
9 There's no costs of capital, there's no other costs  
10 associated it, so it's almost a no-brainer decision  
11 to capitalize things where you can, but it doesn't  
12 actually do anything for us as a district in terms  
13 of that.  
14 It would be nice to be able to spilt this  
15 out and see what is actually realistic before we  
16 approve 25, 30 million in capital or something, find  
17 that we can only deliver 10 million. Trustee Dent  
18 says it's been going on for years and years  
19 and years and we've just collected money for it and  
20 then we keep doing carryforwards and carryforwards  
21 and carryforwards, and we don't even know what --  
22 we're losing track of the carryforwards.  
23 I would certainly like to see a realistic  
24 estimate and then we start moving things to  
25 out years.

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1 think that we have to look at it. And if it's a  
2 staffing constraint, are there other ways that we  
3 can tackle some of these projects? Can we outsource  
4 the management of certain projects?  
5 I think we have to be realistic and plan  
6 accordingly.  
7 TRUSTEE DENT: One other just general  
8 feedback regarding the, say, summary sheet. I don't  
9 know if it would be too much to put page numbers on  
10 here too. Or just do something with your individual  
11 project sheets that just by flipping the page,  
12 color, green green, or just something to quickly get  
13 us to there. I don't know. Just general feedback.  
14 CHAIR SCHMITZ: Color code the priorities.  
15 It will be very colorful.  
16 How would you like to move forward from  
17 here? Based on the discussion we have had, how  
18 would you like the next discussion to go? Do you  
19 have from the Board what you need? Has the Board,  
20 have we shared our comments? Where are we in this  
21 process?  
22 And if you want to take a five-minute  
23 break and come back, but this is your effort, and  
24 you've done a stellar job of taking something and  
25 making it easy to understand. Thank you for that.

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1 CHAIR SCHMITZ: On that note, I have a  
2 suggestion, and I know that in budgeting it's not  
3 the time that you're looking at carryforwards. But  
4 when we're trying to look at what can we  
5 realistically get done in this next fiscal year, it  
6 might be helpful to have a column that says "these  
7 are the projects that we anticipate are going to be  
8 carried over," because then suddenly we can see it  
9 all and go, oh my gosh, we have all of these that  
10 are getting carried forward, how many more can we  
11 add?  
12 So it might be worthwhile to help us to do  
13 a good job of prioritizing and even budgeting for  
14 this next year is to know where are we with the  
15 volume of work that is going to be carried forward.  
16 The other suggestion that I would like to  
17 make, and this goes to prioritization, is on this  
18 color-coded page where we have the breakdowns  
19 by year, if you could add a column that just  
20 identified the priority, because then at least as  
21 we're looking through this, we know that this is --  
22 what priority it is.  
23 So I think the concern is taking on more  
24 projects and not taking into consideration what  
25 projects are going to be carried forward, and I

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1 But my question is: How would you like to  
2 proceed?  
3 MR. CRIPPS: As the work continues  
4 forward-looking into the upcoming budget, we're  
5 still within a fiscal year that we're working  
6 currently. With part of that, we're working with  
7 the prior year's carryforward. And so this is a  
8 component of the budgeting cycle and the budget  
9 planning, and it is a component of the budget  
10 planning that I've talked with the departments about  
11 how are we going to approach it in this upcoming  
12 budget?  
13 I've asked for them to, if we have  
14 carryforward, that we're going to identify it this  
15 upcoming budget so that way we see that the  
16 resources are there, and that's going to be  
17 priority.  
18 Whereas these, now '25, the outlook that  
19 we see in the summary sheet is a guideline, more or  
20 less, to identify items that we've identified as a  
21 priority as prior one, two, or three, whatever they  
22 may be, and can they fit, resource-wise, staffing  
23 and/or funding in this upcoming budget?  
24 So it actually what I do believe kind of  
25 echos the sentiments that I've heard tonight and

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1 this afternoon about what we're looking for is  
 2 regarding can we even accomplish those projects?  
 3 And the considerations are being taken with staff  
 4 reviews and when we go into management reviews.  
 5           So I hope that addressed the concern, but  
 6 I do believe I have taken -- of course, what has  
 7 been addressed today, I do like some of the ideas  
 8 with the sheets, some updates to come forward, but  
 9 beyond that with when we're talking about the actual  
 10 budget, then those considerations are already in  
 11 play.  
 12           We are operating in a current year, we are  
 13 operating with prior year carryforward, and we need  
 14 to continue what we have already. And then do we  
 15 have the resources to move forward with additional  
 16 items? And so those considerations are to be taken  
 17 in.  
 18           TRUSTEE TULLOCH: We've run up against a  
 19 conflict between the State of Nevada requirement to  
 20 file our budget, our financial year ending in the  
 21 end of June, and then we also have the Tahoe Basin  
 22 construction season.  
 23           So basically a large amount of this stuff  
 24 that's been asked for in the next financial year,  
 25 we'll not be able to complete it in that financial

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1 year. We know that now because planning  
 2 requirements and the limited construction period,  
 3 you basically have a two-month construction period  
 4 in the next financial year. There is just no way  
 5 we're going to complete a lot of these projects.  
 6           It's a conflict, and that's one of the  
 7 reasons that we end of up with some carryovers. I  
 8 think it's almost time to, look, let's call an  
 9 amnesty on these projects and let's just cut back  
 10 our wish list.  
 11           I think in terms of priorities for me,  
 12 priority one is health and safety of maintenance,  
 13 essential maintenance, and that's the more typical  
 14 one. New projects and new extensions and things are  
 15 my priority two, because the critical thing is that  
 16 we don't leave ourselves exposed.  
 17           The Board things we identify as priority  
 18 one projects, if something happens or there's any  
 19 incidents, it does leave us exposed. This has been  
 20 a priority one project and you haven't done anything  
 21 on it in five years. From a liability perspective,  
 22 that's not the most sensible thing to have out there  
 23 in terms of that. Again, this is just speaking from  
 24 a background and having gone through some of these  
 25 incidents.

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1           But, yeah, I would certainly like to see  
 2 it rationalized. I'd also extend the offer that we  
 3 made at the CIC, we're happy to work with you and  
 4 help you try and streamline this. That probably  
 5 makes it easier to get things in a more manageable  
 6 state before it comes back to the Board.  
 7           We're happy to extend that offer again.  
 8           CHAIR SCHMITZ: Playing off of Trustee  
 9 Tulloch's comment, you know how I suggested in the  
 10 summary to have the priority, you also have this  
 11 project category that it's hazard elimination. That  
 12 might be helpful if we just had priority, what is it  
 13 on priority, and what is it for the project  
 14 category, so that it's really easy.  
 15           I agree wholeheartedly, maintaining our  
 16 venues, that is priority one to maintain the venues,  
 17 including the infrastructure. It is number one  
 18 priority. After that, I see it as the Board  
 19 projects, which the community has weighed in on, and  
 20 that is the Snowflake Lodge. Looking at what the  
 21 needs are of the Rec Center and the Incline Beach  
 22 House and the skate park. I mean, those are  
 23 significant projects.  
 24           It's sounds like from your perspective,  
 25 you've received what you're looking for from the

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1 Board; is that correct?  
 2           MR. CRIPPS: At this time I do believe so.  
 3           CHAIR SCHMITZ: Any other comments or  
 4 questions about the process?  
 5           Seeing none, we'll call this complete, and  
 6 move on to --  
 7           I just want to say thank you for all of  
 8 your effort on this. This is very easy to  
 9 understand and yes there's going to be opportunities  
 10 to improve upon it, but what you've done and what  
 11 you've provided to us is helpful for us to  
 12 understand. And we really haven't -- last year at  
 13 all, I don't think we ever discussed our five-year  
 14 priorities and our five-year plan.  
 15           Thank you for your efforts on this.  
 16           Moving on to final public comments.  
 17 I. FINAL PUBLIC COMMENTS  
 18           MR. CARS: Bill Cars, full-time resident.  
 19           Once again the Board of Trustees has voted  
 20 three/two regarding the two-year agreement for  
 21 Mr. Magee. The Board already granted him the  
 22 ability to live outside the District, will pay him  
 23 separately for his benefits, and permitted  
 24 50 percent work from home. Now three trustees  
 25 extend the contract to two years with a sweetheart

1 severance perk.  
 2 Well, the way I view it, once again the  
 3 triumvir votes their desires regardless of the  
 4 community feedback or even perceived logic or  
 5 necessity.  
 6 The community is listening, yet the Board  
 7 attitude is we'll do it our way, we have  
 8 three votes. Please know you to continue to  
 9 reaffirm that loud and clear.  
 10 CHAIR SCHMITZ: Do we have any online? We  
 11 do not.  
 12 J. ADJOURNMENT  
 13 CHAIR SCHMITZ: With that, we will adjourn  
 14 this meeting at 5:45.  
 15 (Meeting adjourned at 5:45 p.m.)  
 16  
 17  
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 22  
 23  
 24  
 25

1 STATE OF NEVADA )  
 2 COUNTY OF WASHOE ) ss.  
 3  
 4 I, BRANDI ANN VIANNEY SMITH, do hereby  
 5 certify:  
 6 That I was present on March 6, 2024, at  
 7 the Board of Trustees Special Meeting, via Zoom, and  
 8 took stenotype notes of the proceedings entitled  
 9 herein, and thereafter transcribed the same into  
 10 typewriting as herein appears.  
 11 That the foregoing transcript is a full,  
 12 true, and correct transcription of my stenotype  
 13 notes of said proceedings consisting of pages 106  
 14 inclusive.  
 15 DATED: At Reno, Nevada, this day of 17th  
 16 day of March, 2024.  
 17  
 18 /s/ Brandi Ann Vianney Smith  
 19  
 20 BRANDI ANN VIANNEY SMITH  
 21  
 22  
 23  
 24  
 25



# INVOICE

**BAVS SM-LLC**  
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United States

**BILL TO**  
**Incline Village General Improvement  
District**  
Susan Herron / Heidi White

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 27

**Invoice Date:** March 17, 2024

**Payment Due:** April 6, 2024

**Amount Due (USD):** \$986.00

Items	Quantity	Price	Amount
<b>Base fee</b> March 6, 2024 BOT special meeting	1	\$350.00	\$350.00
<b>Per page fee</b> March 6, 2024 BOT special meeting	106	\$6.00	\$636.00

**Subtotal:** \$986.00

**Total:** \$986.00

**Amount Due (USD):** \$986.00

Linda Kahrs

Incline Village Resident

Good Evening Trustees, my comments tonight are two fold. We need a General Manager (GM) who:

1. Devotes their whole working time, skill, experience, knowledge, and ability exclusively to IVGID'S business and affairs; we need confirmation that Mr. Magee has terminated all other consulting gigs.
2. Expected to be available at all times. Section 1.7 of the employment contract states that the GM **shall be present** in the Incline Village area **and** available to attend all BOT meetings. This is important as we had been told that Mr. Magee works part-time in CA at his other jobs, and more importantly, that he does not intend to change his residency in Southern California. The community needs confirmation that with a salary and benefits exceeding \$300,000, that Mr. Magee will be working FULL TIME in the area and that Trustees Dent, Schmitz will not try to amend this agreement after it is signed.
3. The General Manager is specifically excluded from participating as a VOLUNTEER IN the established boundaries of Incline Village/Crystal Bay in volunteer Activities. This is unheard of to stop someone from volunteering in their community. If anyone thinks this GM is serving the community, they are incorrect. He is serving Sara Schmitz and Matt Dent

and Ray Tulloch who we assume drew up or approved this contract.

In F. SECTION 6.5: As Mr. Magee is so new to the District, his severance should be 50% of the time that he is on the job as General Manager. If he serves for 9 months, he should get 50% of the time he services as GM. Our former GM was part of this District for 20 years. A year's severance for someone who has worked in this District since June is nonsensical.

Switching gears, I would like to share a quick update on the Recall:

Against all odds, and with the valiant efforts and tireless work of several hundred volunteers, **the recall efforts came 54 votes short for Schmitz and 13 votes short for Dent.**

Sara Schmitz and Matthew Dent should not be celebrating, but should listen to the voices of the community, and focus their efforts to build up our facilities, and stop using these meetings to demean the hard working IVGID staff. Unfortunately, so far, they have shown all they care about is making themselves look good at everyone else's expense.

We are awaiting very important legal analyses of the Secretary of State's Appeal decision, as there remains issues surrounding signatures and potential voter suppression.

We know that we have a moral victory, if not in the long run an actual legal victory. We MOVE onto the very important June Primary and November Election where three seats on this Board will be up for the community to decide who should fill them.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN  
MINUTES OF THE IVGID BOARD'S SPECIAL MARCH 6, 2024 MEETING – AGENDA  
ITEM G(1) – THE POSSIBLE HIRING OF INTERIM FINANCE DIRECTOR BOBBY  
MAGEE TO BE THE INTERIM GENERAL MANAGER FOR TWO (2) YEARS  
VIA THE PROPOSED EMPLOYMENT CONTRACT DISCLOSED**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence wasteful and underhanded actions representing another flagrant disregard for the financial sustainability of the District. This time it's the hiring of interim Finance Director Bobby Magee to be the District's interim GM at a base salary cost of \$275,000 annually, plus benefits totaling at least \$75,000 or more, and including an unbelievable severance provision that pays Mr. Magee the equivalent of more than \$275,000, should he be replaced by a permanent GM within this two (2) year term. And that's the purpose of this written statement.

**My March 1, 2024 E-Mail to The Board**<sup>2</sup>: wherein I put the Board on notice of this inappropriate action and cost for an interim GM. Rather than me regurgitating everything I shared with the Board, I refer the reader to the exhibit attached instead.

**Conclusion:** So there you have it. History repeating itself. Doesn't an "interim" position suggest that in the interim, we will seek to find a permanent replacement? So if we're looking for a permanent General Manager over the next two (2) years, doesn't that mean that we will be substituting that person for interim GM Bobby Magee, if confirmed? And if that's what we do, won't we be responsible for paying Mr. Magee an additional \$275,000 or more in severance/its equivalent pay? Who came up with this stupid idea? And why? Did Mr. Magee tell us he'll only agree to the interim position if he is paid a \$275,000 severance fee? Or is this something HR Director Feore has voluntarily and gratuitously offered because that's the templet approved for previous permanent GM Indra Winquest? And why handcuff future BOTs from replacing Mr. Magee over the next two years? Isn't this really a clandestine effort to prevent a future BOT in the next year or less to bring back Mr. Winquest as permanent GM? So you see the more things change, the more they remain the same. The District is just as dirty and incompetently managed as it has always been. The characters and their attitudes may have changed. But at the end of the day, this place is as dirty as ever! And this is really the definition of a criminal syndicate<sup>3</sup>. Dirty players (including trustees) come and go. But in the end,

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else>.

<sup>2</sup> This e-mail is attached as Exhibit "A" to this written statement.

<sup>3</sup> See NRS 207.370 which defines criminal syndicate as a "combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

this organization survives to engage again in racketeering! I ask a majority of the Board reject this agenda item request to put a stop to this wasteful and impermissible expenditure of taxpayer funds. We have functioned quite nicely without a permanent GM since Indra was "let go." Why the rush to come up with another interim GM at an outrageous expense of over \$350,000 annually plus what is destined to become an additional \$300,000 or more in severance payments?

And now you the reader may have a better idea of what the District's Recreation ("RFF") and Beach ("BFF") Facility Fees really pay for which will pay for these expenditures and you can see for yourselves have nothing to do with making public recreational and beach facilities available for local parcel owners' access and use.

Respectfully submitted, Aaron Katz (Your Community Watchdog Because Nearly No One Else Seems to be Watching).

**EXHIBIT "A"**

## March 6, 2024 IVGID BOT Meeting - Agenda Item G(1) - Possible Hiring of Bobby Magee as Interim General Manager

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**From:** <s4s@ix.netcom.com>  
**To:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>  
**Cc:** "Dent Matthew" <dent\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>, "Bandelin Mike" <MLB@ivgid.org>  
**Subject:** March 6, 2024 IVGID BOT Meeting - Agenda Item G(1) - Possible Hiring of Bobby Magee as Interim General Manager  
**Date:** Mar 1, 2024 4:57 PM

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Chairperson Schmitz and the Other Honorable Members of the IVGID Board -

I cannot believe any of you are in accord with what has been presented to the Board insofar as this one is concerned. Stupidity doesn't even start to describe what you've shared with the public.

Erin Feore recommends "that the Board of Trustees make a motion to approve the General Manager's Employment Agreement" as attached. She just doesn't present. SHE RECOMMENDS!

I haven't suggested this before about Ms. Feore, but now I will. She needs to be terminated. Just like the rest of our over compensated employees who revel in the culture we know as IVGID.

I'm sorry. If it takes \$400K annually in salary plus benefits to hire an INTERIM GM for a GID, then I'm sorry. The time has come to go out of the GID business. Simple, end of story. It's time to dissolve IVGID. That's what you Board members should be spending your time on. Something productive.

What you have here is that Ms. Feore has simply replicated Indra's old employment contract, and bumped the base salary from \$217K annually to \$275K annually. A nearly 27% increase! Are you stupid Board members? If you vote yes for this one, the public will know you members really are stupid. I know Trustees Tonking and Noble won't be stupid. Because they will be voting no. But insofar as the rest of you are concerned, stupid, stupid, stupid.

Let me share one simple example that supports my conclusions:

Let's start with section "3.1 IVGID agrees to pay General Manager an annual base salary for services rendered in the amount of \$275,000 (&ldquo;Base Salary&rdquo;)" plus "in accordance with Section 7 below, the Board of Trustees shall (pay)...performance incentives" aka bonuses. These typically run from 3%-5% of the GM's base salary. Here that translates into \$8,250-\$10,000.

With the above in context, let's now go to Section 6.5 Severance Benefit which states that "if General Manager is terminated by the Board of Trustees without cause, then General Manager shall receive a one-time, lump sum cash payment equivalent to the sum of (i) General Manager's then-current monthly salary multiplied by twelve (12), (ii) the cash value of General Manager's then-current monthly medical premiums multiplied by twelve (12) as of the effective date of termination of employment and (iii) the cash value of his Annual Vacation Pay balance."

Let's call all of these components totaling about \$350K+/-.



Who offers the GM of a GID severance pay? Who offer's a year's worth of salary (even the county manager is limited to 3 months worth of severance pay)? Bueller? Bueller?

Now let's examine section "2.1 . General Manager shall serve as the IVGID Manager...for a 24 month term."

Is Bobby going to be terminated in less than 24 months? You betchum! Let's go ten months into the future.

Trustees Schmitz and Dent will be gone. My prediction is they will be replaced by Linda Kahrs clones ("LKC's"). And since they're in love with Indra, who do you think these clones are going to want serving as our permanent versus interim GM? That's right. Indra.

So they will terminate Bobby for no cause, and then pay him \$350K+/- in severance pay.

And since we will be paying Bobby \$275K in salary plus benefits, what do you think we're going to have to pay Indra to return? You got it. \$275K plus benefits!

Let's assume for purposes of argument the new Board doesn't re-hire Indra. Let's assume they will be searching for and hiring a permanent GM. If they find one, will Bobby Magee's employment be permaturely terminated? You betchum again! And if this takes place, won't Bobby still be entitled to severance pay?

Are you reading this Bobby? If so my recommendation to you is that you BOOST your severance pay. Because that's what's coming!

And all of this happens because we're overpaying Bobby Magee, and giving him a 24 month term of employment.

These are the facts! And if you Board members vote yes on Ms. Feore's recommendation, let the public understand all of the above.

BTW, I submit IVGID doesn't require a GM. After all, there's nothing in NRS 318 which mandates we have a GM. A Public Works, Finance and Community Services Directors should do the trick. Don't you think? Putting aside the fact we don't even have a Community Services Director and our Public Works Director is incompetent, wouldn't you agree who needs a GM?

And we sure don't need an HR Director. Just look at the handful of less than competent applicants for GM she came up with a month or so ago. What is she doing to find a permanent Finance Director? What about a Food and Beverage Director? Now augmented by this proposal.

But how can we function without a permanent GM? And that's the point. If it takes \$400K annually in salary and benefits to hire an INTERIM GM for a GID, then I'm sorry, the time has come to go out of the GID business. Simple, end of story. It's time to dissolve!

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL MARCH 6, 2024 MEETING – AGENDA ITEM D – PUBLIC COMMENTS – COMPEL STAFF TO TURNOVER PUBLIC RECORDS REQUESTED OF EMPLOYEE TIM KELLY'S VACATION/SICK LEAVE FROM WORK**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff theft, lack of oversight, lack of internal controls, and a flagrant disregard for the financial sustainability of the District. This time it's employee Tim Kelly's time off of work for which he is being paid without legitimate justification therefore. And that's the purpose of this written statement.

**My March 6, 2024 E-Mail to The Board**<sup>2</sup>: wherein I put the Board on notice of staff's concealment of my public records request addressing employee Tim Kelly's absence from work during the IVGID work day; my efforts to secure evidence of any justification therefore; and the cover up of said absence by Mr. Kelly's immediate supervisor(s), Sheila Leijon and/or Pandora Bahlman. Rather than me regurgitating everything I shared with the Board, I refer the reader to the exhibits attached instead. Exhibit "B" represents written evidence I obtained from HR Director Erin Feore concerning the District's "electronic time and attendance system," and Exhibit "C" represents staff's authority for refusing my public records request, allegedly based upon confidentiality.

**Conclusion:** So there you have it. History repeating itself. Possible theft at the hands of our beloved staff, staff's cover up of this wrongdoing, and the Board's refusal to do anything about it. And in addition to the foregoing, how much public money was wasted on obtaining this legal justification for asserting the "confidentiality" card? And who authorized staff to incur this expense? So you see the more things change, the more they remain the same. The District is just as dirty and incompetently managed as it has always been. The characters and their attitudes may have changed. But at the end of the day, this place is as dirty as ever! And this is really the definition of a criminal syndicate<sup>3</sup>. Dirty players come and go. But in the end, this organization survives to engage again in racketeering! I ask the Board take action against employees like Tim Kelly and Pandora Bahlman to put a stop to this wasteful, impermissible and unlawful expenditure of taxpayer funds.

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else>.

<sup>2</sup> That e-mail and its selective attachment(s) are attached as Exhibits "A" through "C" to this written statement.

<sup>3</sup> See NRS 207.370 which defines criminal syndicate as a "combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

And now you the reader may have a better idea of what the District's Recreation ("RFF") and Beach ("BFF") Facility Fees really pay for which you can see for yourselves have nothing to do with making public recreational and beach facilities available for local parcel owners' access and use.

Respectfully submitted, Aaron Katz (Your Community Watchdog Because Nearly No One Else Seems to be Watching).

# EXHIBIT "A"

## **DAMN IT. DO SOMETHING! Incline Village GID, NV public records request #24-34. Staff;s Refusal to Share Public Records Establishing Employee Tim Kelly's Possible Theft From The District.**

**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Tonking Michaela <tonking\_trustee@ivgid.org>, Dent Matthew <dent\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Bandelin Mike <MLB@ivgid.org>, <bma@ivgid.org>  
**Subject:** DAMN IT. DO SOMETHING! Incline Village GID, NV public records request #24-34. Staff;s Refusal to Share Public Records Establishing Employee Tim Kelly's Possible Theft From The District.  
**Date:** Mar 6, 2024 1:03 PM  
**Attachments:** [Additional Information to PRR 24-34.pdf](#) [EFeore to AKatz - 2.18.24.pdf](#) [TKelly - Accrual Rates for Time Off.pdf](#)

Chairperson Schmitz and Other Honorable Members of the IVGID Board -

Here we go again! You people are incredible. We have a bunch of incompetent, unethical, over compensated, and dirty employees. Essentially all of them in senior management positions. That's right. Down right dirty and unethical employees.

And they steal from us left and right. And when members of the public obtain evidence of this theft, they turn it over to you BOT members to do something. And you do nothing. Wonderful watchdogs for the public, wouldn't you say?

So here we have IVGID employee Tim Kelly. Mr. Kelly has at least two jobs. One for WCSD as the boys basketball coach, and the other for IVGID as who knows what working out of the Rec Center. Mr. Kelly takes last Thursday and Friday (Feb 29 and Mar 1) off from IVGID work so he can be with his WCSD team in a basketball competition in Reno. Then the week before (Thursday and Friday, Feb 22 and 23) he takes off IVGID work so he can be with his WCSD team in a basketfall competition in West Wendover (8 or more hours away by vehicle). And he probably took the Mon-Wed work days or portion thereof of both weeks off. Preparing for his WCSD team basketball competition. While his supervisors Sheila Leijon and/or Pandora Bahlman turned the other cheek. Or closed their eyes. And they asked local parcel owners to subsidize their money losing operations to the tune of \$1 million or more annually!

Now maybe Mr. Kelly didn't steal from the District. Maybe he used vacation time to take time off of IVGID work so he could work for his other employer? I and others I know sincerely doubt it. But maybe he did. So extending him the benefit of doubt, for the moment, I inquire of Erin Feore if there is a record of the vacation time taken by the District's employees. And she tells me there is. As you can see from the attachment, the employee makes a an electronic request of his/her supervisor, and the supervisor approves or rejects it. Just as NAC 284.539(1) ["an appointing authority shall determine the time when annual leave is taken after considering the needs of the agency and the seniority and wishes of the employee"] and NAC 284.539(2) ["a written request for annual leave (must be) submitted by an employee...(and it) must be approved or denied by the appointing authority, in writing"] instruct should happen.

All I want to know are the days when Mr. Kelly requested and received permission to take vacation time off IVGID work so he could work for his other employer. Exactly, Mr. "Kelly's requests/approval by his superior(s)..."for vacation time/sick leave since July 1, 2022. And most specifically for the last two weeks. I do not and did not care about his "usage or balance of his or her annual leave and sick leave" as NAC 284.718(1)(j)(3) allegedly deems confidential. In other words, **I did not seek confidential personnel matter.**

And if for some reason I didn't ask the right question, although I believed I did, I asked the District's Public Records Officer ("PRO") to help me frame my request. After all, NRS 239.0107(1)(c)(2) requires our PRO to "make a reasonable effort to assist the requester to focus the request in such a manner as to maximize the likelihood the requester will be able to inspect, copy or receive a copy of the public

book or record." So did I receive such assistance? Of course not! Because our staff are not here, to assist the public.

So I do a public records request for records evidencing the same to either prove or disprove Mr. Kelly has been paid by local IVGID parcel owners to work for someone else during the IVGID work day. AND LOOK AT THE RESPONSE I get (my request and the District response are included below. And they are in part included in the attachments to this e-mail).

You see, Mr. Rudin thinks his client is our District staff rather than the BOT. And he thinks his job is to protect our dirty employees rather than to provide impartial and truthful advice in the public's best interest. So he intentionally changes the records request I have made to make it conform to an alleged confidential privilege so he can disingenuously raise the privilege. And then he comes up with all of these legal reasons which support his opinion when in truth and in fact they have little if anything to do with supporting his opinion. For instance,

1. Notwithstanding Ms. Feore has told us that "there is no physical form an employee completes to formally request time off; rather, the request is submitted electronically through the District's time and attendance system;" "the time requested is either approved or denied by the employee's manager;" and, I didn't ask for a "physical form" of record (instead, I asked for records of **any kind** evidencing Mr. Kelly's requests for vacation time/sick leave since July 1, 2022, and his superior(s) approvals in whatever format they may exist); and, NRS 239.010(4) instructs that "a governmental entity shall provide a copy of a public record in an electronic format by means of an electronic medium (where)... (a) the public record (1) was...created or prepared in an electronic format; and, (2) (it) is...available in an electronic format;" and, the District has the duty to make available for my examination its electronic "time and attendance system" which evidences the substance of my request; here it hasn't!

2. Furthermore, NRS 239.0107(1)(c)(2) instructs that the District is obliged to "make a reasonable effort to assist (a) requester to focus the request in such a manner as to maximize the likelihood the requester will be able to inspect, copy or receive a copy of the public book or record." Given here I asked for assistance in framing my request in a manner that would result in what I wanted to examine, if necessary, and here I received none, the District breached its duty to assist me in focusing my request in such a manner as to maximize the likelihood I would be successful in examining and receiving a copy.

3. Mr. Rudin wrongly states that I "request(ed) review of (Mr. Kelly's) time off requests/approvals, and **usage of time off balances** between 7/1/22 and 2/17/24." I did not. I merely requested examination of records evidencing Mr. Kelly's "**requests/approval by his superior(s) ...for vacation time/sick leave since July 1, 2022.**" Now why has Mr. Rudin mis-stated my actual records request? So he can argue that it request confidential material when in truth it has not. In other words, he is acting as an advocate for staff so they can hide the truth, rather than providing impartial advice which we all know will require disclosure of that truth. Congratulations Mr. Rudin. And if you BOT members are dumb enough to fall for this behavior, I have some bridges here in IV you might want to purchase.

4. Continuing, Mr. Rudin wrongly states I have "requested records and information that are otherwise protected under Nevada Administrative Code section 284.718(1)(j), which states that information in a government **employee's personnel record** is, **for the most part**, confidential. And this includes, among other things, "the employee's usage or balance of his or her annual leave and sick leave" [NAC §284.718(1)(j)(3)]."

5. Let's examine NAC §284.718(1). It speaks to "the...types of (employment) information which are...confidential." NAC §284.718(1)(j)(3) in particular instructs that "**information in the record of employment** of a current or former employee which relates to...the employee's **usage or balance of his or her annual leave and sick leave.**" But I did not request to examine records of an employee's employment. Rather, I asked to examine records within the District's electronic "time and attendance system." Therefore, NAC §284.718(1)(j) is not applicable. And Mr. Rudin knows this! But admitting the truth does not fit Mr. Rudin's narrative. Which is designed to protect his "so called" client. You know. The one which pays his bills.

6. Moreover, I did not ask to examine records evidencing Mr. Kelly's actual "usage or balance of his...annual leave and sick leave." So again, NAC §284.718(1)(j)(3) is not applicable. And again Mr. Rudin knows this!

7. Moreover, what exactly do the words "for the most part" mean? After all, those were the words in Mr. Rudin's response. And where in NAC §284.718 do these words appear? Since the answer is nowhere, use of these words is evidence Mr. Rudin attempts to color his opinion to fit the narrative District staff wish to advance rather than impartially reporting the law. Good job Mr. Rudin!

8. Continuing, Mr. Rudin wrongly cites "additional...resources (which) include: NAC 284.718, NRS 239.001(2) [balancing of interests] and *Donrey of Nevada, Inc. v. Bradshaw*, 798 P.2d 144 (1990); 29 CFR section 825.500(g) [confidentiality regulations under the FMLA]; 29 CFR 1630.14(c)(1) [ADA confidentiality requirements]." Really? Let's examine each.

9. NAC 284.718(2)-(8): I have examined the remainder of NAC 284.718 and nowhere do I find any circumstance related to my records request. Do you Mr. Rudin? Since the answer is "no," none exists.

10. NRS 239.001(2): states that "the provisions of this chapter must be construed liberally to carry out this important purpose." But Mr. Rudin knows that this provision does *not* state that the District's claims of confidentiality shall be construed liberally. Rather, he knows that the public's right to examine public records **shall be construed liberally** to result in disclosure rather than concealment. In other words, the exact *opposite* of Mr. Rudin's alleged legal justification.

11. *Donrey of Nevada, Inc. v. Bradshaw*, 798 P.2d 144 (1990): Donrey and Reno Newspapers sought examination of an individual's "record of criminal history" aka police investigative report allegedly intended by the legislature to be confidential under NRS Chapter 179A. I say "allegedly" because the Court expressly found that "NRS 179A.070 does *not* expressly declare criminal investigative reports to be confidential." So the Court was asked to "determine to what extent the(se records we)re disclosable under NRS 239.010." So here are some important distinctions between *Donrey* and my case.

12. First, my request had nothing to do with Mr. Kelly's alleged criminal history. Second, according to the District, there *is* an express regulation which allegedly declares that certain aspects of an employee's employment history is confidential (NAC 284.718). So there's no need, as there was in *Donrey*, to "balanc(e)...the interests involved" (i.e., alleged confidentiality versus the public's right to know). Finally, because there was no "privacy or law enforcement policy justifications for nondisclosure (compared to) the general policy in favor of open government" in *Donrey*, the Court ordered the entire police investigative report in question produced for requesters' examination. So why is Mr. Rudin pointing to the *Donrey* as authority for the District's refusal to provide the non-confidential records requested?

13. Finally, assuming *arguendo*, a court would be required to balance the District's interests in alleged confidentiality versus the public's right to know, as the District suggests, NRS 239.001(3) instructs that "any exemption, exception or balancing of interests which limits or restricts access to public books and records by members of the public *must be construed narrowly*." In other words, "the provisions of... chapter (NRS 239) must be construed liberally to carry out this important purpose" [see NRS 239.001(2)]. But since this reality is contrary to Mr. Rudin's attempt, why rely upon it?

14. 29 CFR 825.500(g) [confidentiality regulations under the federal Family and Medical Leave Act ("FMLA")]: states that "records and documents relating to certifications, recertifications or medical histories of employees or employees' family members, created for purposes of FMLA, shall be maintained as confidential medical records in separate files/records from the usual personnel files." But my request has nothing to do with the FMLA. Moreover, I did not request records and documents pertaining to Mr. Kelly's "certifications, recertifications or medical histories...created for purposes of FMLA." In other words, this regulation has no application whatsoever to my request. And it has no application whatsoever to Mr. Kelly's vacation leave. And Mr. Rudin knows this. So why cite it as authority for confidentiality?

15. 29 CFR 1630.14(c)(1) [ADA confidentiality requirements]: states that "medical examination... information...regarding the medical condition or history of an... employee shall be...treated as a

confidential medical record." But my request had nothing to do with Mr. Kelly's medical condition or history. In other words, this regulation has no application whatsoever to my request. And Mr. Rudin knows this. So why cite it as authority for confidentiality

16. One final point to grant District staff every possibility to comply with the law. And that's NRS 239.010(3) which prevents the District from having denied my request because it allegedly includes confidential information where it "can redact, delete, conceal or separate...the confidential information from the information included in the public book or record that is not otherwise confidential." Assuming *arguendo* my request sought "review of time off requests/approvals, and usage of time off balances between 7/1/22 and 2/17/24" as Mr. Rudin intentionally mis-states, and the "usage of time off balances" is in fact confidential, the District could and can easily "redact...conceal or separate...the confidential information from the information included in the public book or record that is not otherwise confidential," and provide the remainder for my examination. Yet here the District has refused to do what the law instructs it is required to do. And why Mr. Rudin?

You see that your dirty staff and their accommodator Mr. Rudin, are doing everything in their power to hide the truth from the public. And that truth is that they and their colleagues are crooks. Mr. Kelly has been pulling this stunt for the last two years or more. And unless he took vacation time, he cheated the public. You can call it what you want. But I call it embezzlement. And all local parcel owners are paying for it with their Rec Fees.

And guess who turned a blind eye to Mr. Kelly's departure from his IVGID job during the IVGID work day? His dirty superior(s) Sheila Leijon and/or Pandora Bahlman. You as a BOT already know about Ms. Leijon's lack of cleanliness. And I'm going to get to Ms. Bahlman in a moment (see below).

So what's the fix?

Me arguing all of this with Ms. White or Mr. Rudin is a waste of time. Does anyone really think these arguments are going to result in staff's disclosure of the truth insofar as Mr. Kelly's time off of work from the District? Since the answer is "no," you need to agendize a matter to investigate into Mr. Kelly's departure from his District work during the IVGID workday. And his superior's alleged blind eye to this cheating of the public. And that means you drag them into a public meeting, with Erin Feore, to share the truth with the Board and the public. And you need to examine Tim Kelly and Pandora Bahlman, under oath, to get to the truth. Because the public needs to know that these employees are not crooks. Or maybe that's exactly what they are? And then the public needs to know this as well. After all, NRS 318.180 instructs that you the BOT are responsible for hiring and retaining District employees. And NRS 318.185 instructs that you the BOT are responsible for prescribing their duties, and fixing their compensation (including vacation time). And NRS 318.210 instructs that you the BOT have the power to terminate the District's employees - powers necessary or incidental to or implied from the specific powers granted in this chapter (i.e., the power to hire). You BOT members need to **do your jobs!**

Now let's get to Ms. Bahlman. Well Ms. Bahlman and her husband contributed to the recall of Trustees Schmitz and Dent. Although not unlawful, I and others I know find it improper and unethical for employees of the District to be getting directly involved in political matters such as these affecting their bosses. Because at the very least this behavior demonstrates they do not exercise 100% loyalty to the District.

I have been informed that apparently Ms. Bahlman brought one or more recall petitions to her work place (the Rec Center) so she could lobby her fellow employees to sign that petition. And then apparently she pressured her co-workers to sign that petition. During the IVGID work day and at the IVGID work place. In other words, using public facilities to campaign for what she was working to be a ballot measure. And I have been informed this information has been shared with Mr. Bandelin. And Trustee Schmitz. And yet who is getting to the truth to protect the public?

Don't believe me? Drag Ms. Bahlman into a public meeting, along with Mr. Kelly, and you BOT members conduct an examination **in public. To get to the truth.**



Don't you BOT members get it? We DON'T need employees like these. And since staff is losing \$1 million or more annually on expenses assigned to the Rec Center, I just identified two sources to instantly lower our losses. So why wouldn't you do what needs to be done?

Either the BOT instructs staff to turn over the electronic records I have requested involving Mr. Kelly, or you are forcing the public to file expensive and unnecessary litigation to get to the truth. So which is it going to be?

Respectfully submitted, Aaron Katz

-----Forwarded Message-----

From: Heidi White <hhw@ivgid.org>

Sent: Mar 4, 2024 5:02 PM

To: s4s@ix.netcom.com <s4s@ix.netcom.com>

Cc: Info IVGID <info@ivgid.org>

Subject: RE: [Document Released] Incline Village GID, NV public records request #24-34

Good Afternoon Mr. Katz,

Thank you again for your patience regarding public records request 24-034.

Please note: The rate that employees earn vacation and sick leave is public information because it is part of compensation, but the usage of annual and sick leave is protected information. Per NAC 284.718, NRS 239.001(2) [balancing of interests] and *Donrey of Nevada, Inc. v. Bradshaw*, 798 P.2d 144 (1990); 29 CFR section 825.500(g) [confidentiality regulations under the FMLA]; 29 CFR 1630.14(c) (1) [ADA confidentiality requirements].

There are no non-confidential records responsive to your request.

I have attached the documents released in Next-Request System as provided by Staff.

Respectfully,

Heidi H. White  
District Clerk

Incline Village General Improvement District  
893 Southwood Blvd., Incline Village, NV 89451  
Cell: 775-558-9500



Email: [info@ivgid.org](mailto:info@ivgid.org)

Office: (775)832-1268

Cell: (775)558-9500

**From:** s4s@ix.netcom.com <s4s@ix.netcom.com>

**Sent:** Monday, March 4, 2024 3:21 PM

**To:** Heidi White <hhw@ivgid.org>

**Cc:** Info IVGID <info@ivgid.org>

**Subject:** Fw: [Document Released] Incline Village GID, NV public records request #24-34

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

You may think this is a great public records response system. I think it's garbage.

What does "all eligible records responsive to this request have been released to the next request system" mean? What is "the next request system?"

How about just here are your records.

Aaron Katz

-----Forwarded Message-----

From: <[ivgid\\_24-34-requester-notes@inbound.nextrequest.com](mailto:ivgid_24-34-requester-notes@inbound.nextrequest.com)>

Sent: Mar 4, 2024 2:55 PM

To: <[s4s@ix.netcom.com](mailto:s4s@ix.netcom.com)>

Subject: [Document Released] Incline Village GID, NV public records request #24-34

-- Attach a non-image file and/or reply ABOVE THIS LINE with a message, and it will be sent to staff on this request. --

### Incline Village GID, NV Public Records

**Documents have been released for record request #24-34 along with the following message:**

Thank you for your request. All eligible records responsive to this request have been released to the next request system.

- [EFeore to AKatz - 2.18.24.pdf](#)
- [TKelly - Accrual Rates for Time Off.pdf](#)
- [Additional Information to PRR 24-34.pdf](#)

[View Request 24-34](https://ivgid.nextrequest.com/requests/24-34)  
<https://ivgid.nextrequest.com/requests/24-34>

Document links are valid for one month. After April 4, you will need to sign in to view the document(s).



**POWERED BY CIVICPLUS**

Questions about your request? Reply to this email or sign in to contact staff at Incline Village GID, NV .  
Technical support: See our [help page](#)

## **EXHIBIT "B"**

## Erin Feore

---

**From:** Erin Feore  
**Sent:** Sunday, February 18, 2024 10:40 AM  
**To:** 's4s@ix.netcom.com'  
**Cc:** Mike L. Bandelin  
**Subject:** RE: From Aaron Katz

Hello Mr. Katz,

Some of the information I can share with you...the other I'd have to confirm with the GM and/or Legal as to what has to be reported via PRR and/or what's permissible to provide. I'll reach out today to ask.

In the meantime, I *can* share with you how staff requests vacation (or non-medically related) time off. Typically, when an employee wants to take a vacation day off for pre-planned time off that's not related to medical/illness issues, they would first ask their manager if the time is approved. If verbally approved, the employee would be required to submit their request via the electronic time and attendance system. Prior to payroll processing, the manager will electronically approve the time off and the hours are then recorded via payroll as vacation time taken. There are rare instances when vacation time is approved after the fact; most involve sudden and personal emergencies that aren't medically related.

For Mr. Kelly, Shelia Leijon would be his primary approver, with Pandora Bahlman approving in her absence.

Again, I will speak with GM/legal as to what, if any, additional information can be released re: Mr. Kelly's time off and/or if it must be recorded via PRR.

Thank you,

### Erin Feore

Director of Human Resources  
Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Office: 775-832-1202

-----Original Message-----

**From:** s4s@ix.netcom.com <s4s@ix.netcom.com>  
**Sent:** Saturday, February 17, 2024 2:42 PM  
**To:** Erin Feore <ekf@ivgid.org>  
**Subject:** From Aaron Katz

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Erin -

I'm hoping you can help me out with some staff behavior rather than forcing me to go through the formal public records disclosure route. I ask for this help because I don't want to wrongly accuse one of your District colleagues for doing anything improper without evidence.

Here my question pertains to Tim Kelly.

I have been informed Mr. Kelly took off IVGID work this last Thursday and Friday. My question is whether he claimed these days off as vacation days? Or sick days? And if so, how would one of the District's employees go about claiming the same? Would he/she have to secure his/her immediate supervisor's (and who would that be for Mr. Kelly? Pandora Bahlman?) advance consent in order to take vacation time? If it were sick leave, would there have to be evidence of some writing evidencing the absence? And if so, what would that writing be called? And does it exist here?

If consent to take vacation time is required, would that consent be evidenced by some writing and if so, what is the writing called? And does such a writing exist for Mr. Kelly's absence from the IVGID work place?

Thank you for your cooperation. Aaron Katz

**EXHIBIT "C"**

**Answers to Mr. Katz' PRR 24-34**

There is no physical form an employee completes to formally request time off; rather, the request is submitted electronically through the District's time and attendance system. Further, the time requested is either approved or denied by the employee's manager.

Exception: When time off is required following an approved FMLA or ADA designation, that time is neither requested by the employee nor approved by his/her manager. Rather, that time is entered and managed by Human Resources to ensure full compliance with each of the regulations.

In response to Mr. Katz' request for review of time off requests/approvals, and usage of time off balances between 7/1/22 and 2/17/24, he has requested records and information that are otherwise protected under Nevada Administrative Code section 284.718(1)(j), which states that information in a government employee's personnel record is, for the most part, confidential. This includes, among other things, "the employee's usage or balance of his or her annual leave and sick leave." (NAC § 284.718(1)(j)(3).) As such, those records are not eligible for release. Additional cited resources include: NAC 284.718, NRS 239.001(2) [balancing of interests] and *Donrey of Nevada, Inc. v. Bradshaw*, 798 P.2d 144 (1990); 29 CFR section 825.500(g) [confidentiality regulations under the FMLA]; 29 CFR 1630.14(c)(1) [ADA confidentiality requirements].

**Mick Homan - Incline Resident**

I am reading a letter from Michelle Jezycki, another Incline Resident.

Michelle's on a plane right now so couldn't speak in person.

Michelle was raised in Incline Village and had a very successful career in the HR profession, most recently as the head of HR for the US Senate.

So she has impeccable credentials, particularly related to the subject matter of her letter.



Dear IVGID Board of Trustees,

I am writing to express my deep concerns regarding the proposed contract to hire Mr. Magee as our next General Manager. After careful consideration of the terms and the candidate's qualifications as presented, I believe this decision is not in the best interest of our community for several reasons.

Offering a full-time position to someone whose experience does not fully align with the General Manager's role seems misguided. The job's complexities demand a candidate with a solid track record in similar capacities.

Additionally, Mr. Magee's residency in Southern California and the proposal of a full-time contract raise questions about fiscal responsibility and the efficient use of district resources. It is crucial for leadership roles to be filled by individuals whose skills meet the community's needs, including residing nearby to address our concerns directly. Otherwise, what comes next? The creation of an assistant GM to fill the void created by the GM not living in the area?

Again, fiscally irresponsible. Let's get this right from the beginning, while we still have the chance.

Mr. Magee's financial acumen has been beneficial as Interim Finance Director. However, his lack of experience in a GM role poses risks to IVGID's operational effectiveness and financial health. Committing to a two-year contract at this juncture, especially with a new board incoming, seems premature, reckless, and irresponsible.

Considering the critical nature of the GM position and the reported challenges in finding qualified candidates, a more cautious approach is warranted. Extending Mr. Magee an interim GM role would allow us to evaluate his performance without the financial burden of a long-term commitment.

This approach would be fair to both Mr. Magee and the community, providing flexibility to affirm his suitability for the role or to conduct a more thorough search if needed.

Therefore, I urge the Board to consider an interim period for Mr. Magee.

This decision would demonstrate fiscal prudence, allowing the necessary time to assess his impact as GM.

If successful, we will benefit from his leadership without premature commitment. If not, we can seek a candidate with the necessary experience and vision for IVGID's future.

Thank you.

Michelle Jezycki

1  
2 INCLINE VILLAGE  
3 GENERAL IMPROVEMENT DISTRICT  
4 BOARD OF TRUSTEES  
5  
6  
7  
8  
9 TRANSCRIPT OF HEARING  
10 PUBLIC MEETING  
11 Live and Via Zoom  
12  
13 Held at the Boardroom  
14 893 Southwood Boulevard  
15 Incline Village, Nevada  
16  
17 Wednesday, March 13, 2024  
18  
19  
20  
21  
22  
23  
24 Reported by: Brandi Ann Vianney Smith  
25 Job Number: IVGID 29

1 APPEARANCES  
2  
3 **BOARD MEMBERS PRESENT**  
4 SARA SCHMITZ, CHAIR  
5 MATTHEW DENT, VICE CHAIR  
6 MICHAELA TONKING, SECRETARY (via Zoom)  
7 RAY TULLOCH, TREASURER  
8 DAVE NOBLE, MEMBER  
9  
10  
11 **ALSO PRESENT**  
12 SERGIO RUDIN, LEGAL COUNSEL  
13 HEIDI WHITE, DISTRICT CLERK  
14  
15 -o0o-  
16  
17  
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25

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1 Incline Village, Nevada - 3/13/2024 - 6:00 P.M. 4  
2 -o0o-  
3  
4  
5 CHAIR SCHMITZ: It is six o'clock on  
6 March 13th. We're here to kick off the Incline  
7 Village General Improvement District Board of  
8 Trustees meeting at the Boardroom at 893 Southwood  
9 Boulevard, Incline Village, Nevada.  
10 A. PLEDGE OF ALLEGIANCE  
11 (Pledge of Allegiance.)  
12 CHAIR SCHMITZ: Continuing on, the roll  
13 call of trustees.  
14 B. ROLL CALL OF TRUSTEES  
15 CHAIR SCHMITZ: We have Trustee Tonking  
16 online.  
17 TRUSTEE TONKING: Here.  
18 CHAIR SCHMITZ: Trustee Tulloch?  
19 TRUSTEE TULLOCH: Here.  
20 CHAIR SCHMITZ: Trustee Noble?  
21 TRUSTEE NOBLE: Here.  
22 CHAIR SCHMITZ: Trustee Dent?  
23 TRUSTEE DENT: Here.  
24 CHAIR SCHMITZ: And myself, Sara Schmitz,  
25 here. Moving on to initial public comments.

5

1 C. INITIAL PUBLIC COMMENTS

2 MR. SINK: Hello, members of the Board.

3 I'm here today to talk about our new

4 general manager and his remote work arrangement and

5 how he can serve everyone. Why am I here today as

6 opposed to last week when you discussed this?

7 Because I think this board has made it really hard

8 for people with working families to come to special

9 meetings.

10 So last week, you had a special meeting at

11 3:30. Every school in this town gets out at 3:00.

12 For those with kids at ski team, it gets out at

13 4:00. It's really tough.

14 I look back in history, April 5th, 2023, I

15 remember because it was my birthday, there was a

16 special meeting about the beach deed and do we allow

17 kids on the beach whose parents don't have passes.

18 Right? So this is kids of employees, kids in our

19 local schools that wanted to go down for swim safety

20 and that kind of thing. So that meeting was

21 opposite a school district meeting about closing the

22 middle school, where every parent in town should

23 have been, as well as Passover, for those who are

24 observant. So that is really tough to get to. The

25 decision was made to keep those kids off the beach.

6

1 June 23rd last year, special meeting to

2 discuss the prior general manger's separation.

3 5:00 p.m. on a Friday, opposite Music on the Beach,

4 which is something that I think pretty much every

5 kid in town goes to because it's a lot of fun, it's

6 a family-oriented event.

7 And then we had last week, which was an

8 awkward time for all of us.

9 I don't think you're doing this

10 intentionally, I don't think there's a plot. What I

11 do think is you're not thinking about us. You're

12 not thinking about the people with kids that have

13 got to get their kids around town and get them

14 involved in activities.

15 So the prior general manager, whatever his

16 faults may have been -- I never even met the guy,

17 quite honestly -- he was a big supporter of youth

18 and families. He supported activities, he coached

19 youth sports, was trying to expand the Rec Center,

20 the boys and girls club offerings, IVGID offerings

21 in the Rec Center. That voice is gone. Right?

22 So now you've hired someone who lives 500

23 miles away. I don't have an issue with Bobby, he's

24 done a great job remediating our issues in finance.

25 It's his right to insist on living wherever he needs

7

1 to live to take care of his situation and his

2 family. That's negotiations for you.

3 But my question's about remote work. I'm

4 a remote worker. I spend 50 percent of my time

5 here, the other 50 percent with my clients in New

6 York, Salt Lake City, London, other places. I have

7 a great relationship with them. I manage my

8 projects, their business, I manage their

9 spreadsheets really well, 50 percent remotely. But

10 am I involved in civics and family stuff in New York

11 City? No. Because my family is here. That's what

12 I'm involved here. I care about my family here.

13 That's where people care about their youth and

14 families.

15 How is he going to be maximally focused on

16 something that's so important when his family is

17 somewhere else? Now, I'm not saying that's -- I'm

18 trying not to throw a rock at you, that's not my

19 point, but if you can't be, you guys have to be. At

20 least you live here. And so far, I haven't seen

21 that. Have we gotten a Rec Center expansion? No.

22 Have we had a hearing on the ice rink that would

23 have been great for kids? No. We don't even have

24 clean bathrooms at the beach.

25 Think about who you're representing.

8

1 Thanks.

2 MS. CARS: Good evening, Trustees.

3 With regard to the Town Hall scheduled for

4 the end of the month, it is important for the

5 moderator not be biased. Definition: A town hall

6 is a public meeting at which a politician or

7 official speaks about his or her policies and

8 answers questions from members of the public.

9 There are impartial community members who

10 would offer to ask the questions for and not charge

11 the District. Trish McKowen was a television news

12 reporter for many years, and she has said she would

13 take on this role as a moderator at no charge to the

14 community and guarantee she would be impartial and

15 fair.

16 And in addition, questions should be

17 addressed to Trustees Tonking and Noble and should

18 be asked -- everybody would be asked equal amounts

19 of questions. You've asked that questions be

20 submitted in advance, they should be organized and

21 divided evenly between all five of the trustees.

22 You should also have limits.

23 Regarding the announcement of the new GM

24 Magee on the IVGID website, the following is

25 written -- this needs to be to us so we can see our

9

1 time.

2 "At their March 6th board meeting, the

3 IVGID Board of Trustees expressed their unanimous

4 support for Mr. Magee to assume the leadership role

5 within the District." This is false information and

6 misleading to people who did not attend that

7 meeting. The vote was not unanimous. It is your

8 honorable duty to report the facts. Please change

9 this immediately to state the vote was three to two.

10 This is on the website.

11 In a positive note, it was good to hear

12 about topics on the agenda that will improve

13 facilities.

14 We also hope that the new GM Magee will

15 devote time focusing on employee morale, which has

16 been a serious problem since January of 2023. The

17 community wants employee morale to be addressed as a

18 top priority for GM Magee. We ask him to prioritize

19 this.

20 I ask you: What is the most invaluable

21 asset of our community? It's our employees. And as

22 you start your tenure with IVGID, I hope that this

23 is what is foremost in your mind every day when you

24 come to work or Zoom with the staff.

25 Thank you.

10

1 DR. RINER: Hi, Trustees. Myles Riner,

2 Valerie Court, Incline Village.

3 Today I would like to recognize Kate

4 Nelson, IVGID's interim Director of Public Works,

5 and the staff of the Public Works department for the

6 amazing effort they put in to fix the water main

7 break on March 1st that left our home and some 70

8 other on and off middle Tyner without water services

9 just as the largest snowstorm in the season hit the

10 basin. This happened early that Friday morning and

11 caused several deep sinkholes that left Tyner

12 impassable and put gas and electronic services at

13 risk as well.

14 The staff of Public Works along with

15 Southwest Gas and our local Sheriff's Department and

16 the Washoe County road department responded as a

17 team and had our service up and running by 2:00 p.m.

18 and the sinkholes temporarily filled in. This made

19 it possible for snowplows to diversify the damaged

20 road and clear our streets later that day.

21 This event represented a major emergency

22 that threatened our homes and potentially even our

23 health, as this break could have isolated hundreds

24 of homes at the worst possible time.

25 You all deserve to be commended for your

11

1 expeditious response under difficult conditions, and

2 this action should remind us all of how important

3 IVGID and these other agencies are to our ability to

4 live and work in this community.

5 I especially want to commend Kate for her

6 great work keeping the Public Works department

7 running efficiently since August, despite the recent

8 loss of so many members of the IVGID leadership

9 team, securing federal funding for the effluent

10 pipeline and tank, and getting the whole project

11 under construction after years of delays.

12 She's done this despite micromanagement by

13 some of the trustees and has received praise from

14 every agency around.

15 It is time for this Board to commend the

16 real heroes of this district, the ones that keep it

17 running and keep us and our homes secure. Thank you

18 for making sure our aging infrastructure is being

19 replaced and that our community will be safe in the

20 future. We are grateful you are watching out for

21 us.

22 And I also want to say that I'm very

23 pleased to see that now the general manager is

24 allowed to sit at the dais again.

25 Thank you.

12

1 MS. WELLS: Thank you for saying that,

2 Myles, because it just shows how petty Mr. Dent was

3 last year removing Mr. Winqest.

4 Anyways, hi, Trustees. Christy Wells,

5 Incline Village resident.

6 I did not plan to make a comment tonight,

7 but I've spent the last couple of days going through

8 almost 200 pages of documents that were published in

9 a public records request, and in them I found

10 something that put me inside of this chair.

11 What I was looking forward was copies of

12 all communications between interim Director of

13 Finance Bobby Magee and trustees, as well as Magee's

14 communications with the audit chairman, Chris Nolet.

15 I was curious about the discussions taking

16 place around the forensic audit, and in these

17 documents, I actually found something unexpected.

18 It seems Trustee Sara Schmitz has been colluding

19 with interim Director of Finance Bobby Magee to

20 unofficially investigate an employee.

21 On November 8th, the director of IT Mike

22 Gove extracted a file from the Barracuda email

23 message archive, and emailed the file to Schmitz as

24 well as to Mike Bandelin, the interim General

25 Manager, who was Herron's manager. The file

13

1 contained the email search history of the Director  
 2 of Administrative Services Susan Herron. Three  
 3 hours after Schmitz received this log, she forwarded  
 4 it to interim Director of Finance Bobby Magee  
 5 accompanied by the note "Mike got it." Mike got it?  
 6 It's kind of weird.

7 It's clear that Schmitz and Magee were  
 8 having conversations around Herron based on these  
 9 three simple words that she did not need to explain  
 10 what the file was when she sent it to him. But why?  
 11 Why was Schmitz researching Herron's search history?  
 12 And why would Schmitz send Herron's search history  
 13 to Magee, the interim Director of Finance? Herron  
 14 doesn't report to him. What is Magee's interest in  
 15 Herron's search activity? It's curious and a bit  
 16 suspicious.

17 I will be including a screenshot to be  
 18 attached to my comment, but it's in the public  
 19 records if anybody would like to see it directly.

20 And what feels directly related to all of  
 21 this, a couple of days later, Herron was placed on  
 22 paid administrative leave. IVGID then launched an  
 23 investigation into this 20-year employee that lasted  
 24 three and a half months and cost this is district  
 25 tens of thousands of dollars.

14

1 Herron has since been cleared of any  
 2 wrongdoing and was able to resume her duties on  
 3 February 26th. This is another investigation  
 4 wasting the District's time and resources and  
 5 another employee's reputation that has been  
 6 maliciously tainted.

7 Also, this is not all that I found. There  
 8 were several emails that Schmitz sent to IVGID  
 9 employees as well as to Bandelin where Schmitz  
 10 included Magee in the bcc, which means, for those  
 11 that don't know, no one on the email thread knew  
 12 that Magee was being the recipient of these emails  
 13 at that time. So why was there this secrecy? If  
 14 Magee was supposed to be part of the conversation,  
 15 why not put him as a recipient?

16 Trustee Schmitz and newly minted General  
 17 Manager Bobby Magee, as we were not able to meet  
 18 before tonight's meeting, please explain yourself  
 19 here tonight. This activity seems well outside the  
 20 bounds of both of your roles and could be perceived  
 21 as harassment. What were you looking for in  
 22 Herron's email logs, and are you doing the same to  
 23 other employees? What are you two up to?

24 Thank you.

25 CHAIR SCHMITZ: Do we have any online?

15

1 MR. DOBLER: Cliff Dobler, Incline  
 2 Village.

3 I have two items on the agenda which must  
 4 be explored. First is item G 2, the request for  
 5 additional funds for services and equipment as a  
 6 water resource recovery facility. The request  
 7 incorrect. Here are the facts:

8 The 2023/24 budget, including carryovers,  
 9 is \$267,000. In December 2023, a \$172,000 contract  
 10 was issued for two centrifuges, thus the remaining  
 11 budget balance was only 96,000. It does not matter  
 12 that only one centrifuge has been completed, the  
 13 commitment for another centrifuge remains  
 14 outstanding under the 12/23 contract. The request  
 15 for tonight is for another 136,000 to purchase other  
 16 types of services. As such, 40,000 must be drawn  
 17 down from reserves, not 8,000.

18 The second item, D 1, there are two  
 19 distinct projects which should not be mixed with one  
 20 another. The first item is the \$300,000 request  
 21 from utility fund reserves to keep up with the  
 22 expenses for water transmission repairs. The  
 23 operating budget was only 190,000, and 131,000 has  
 24 been incurred for repairs in three county roads and  
 25 one state road. There is an additional repair

16

1 required in the state road where bids are in  
 2 process, however with the wrong delivery date, and  
 3 one county road where repairs were completed for an  
 4 unknown amount, it is unclear if the road cut permit  
 5 fees are for all of the work or just the permits.

6 The second item is a request to defund the  
 7 entire \$400,000 budget for the water pump station  
 8 number 1, and redirect the funds to purchase and  
 9 replace water meter registers and transponders.  
 10 There are 4,460 locations, which probably should  
 11 have been disclosed.

12 In August of last year, 600 units were  
 13 purchased for \$199 each, and 432 were to be  
 14 installed by staff using overtime at a cost of \$71  
 15 each. Did that ever happen?

16 Assuming the same installation technique  
 17 is used, then 1,500 units would be installed with  
 18 the 400,000. Is that possible with only  
 19 three months to go in the fiscal year, or is a  
 20 carryover being initiating?

21 What is bothersome is the statement that  
 22 the water pump station number 1 improvements can be  
 23 delayed because of changes in staffing levels and  
 24 receipt of the utility master plan report. It may  
 25 not be done --

17

1 (Expiration of three minutes.)  
 2 MR. WRIGHT: Frank Wright, Crystal Bay.  
 3 It is nice to give employees accolades  
 4 when they do things right, but when then do things  
 5 wrong, you gotta accept that too. So we have an  
 6 employee who's a manager who decided that the recall  
 7 was very important, that she should get her bosses,  
 8 and so she went to the Rec Center and had all the  
 9 Recreation Center employees sign the recall petition  
 10 while they were at work and while the manager was at  
 11 work.  
 12 Now, some people may say, well, that's not  
 13 too bad, why not use our public time and our public  
 14 facilities to collect recall signatures?  
 15 But it's a violation of the Hatch Act.  
 16 Incline is a government entity that receives federal  
 17 funds, and it's illegal to do any kind of  
 18 campaigning or politicking on grounds that belong to  
 19 a public agency. This is being investigated by the  
 20 Secretary of State, as is the recall in its  
 21 entirety.  
 22 The recall was one of the worst things  
 23 that's ever happen to this community, and Ms. Cars  
 24 has been very adamant about bringing it up every  
 25 week. I'm surprised she didn't bring it up this

18

1 week.  
 2 But the recall, from day one, was a joke.  
 3 I warned the people that had that recall going to  
 4 make sure that your statements at the top of the  
 5 recall were accurate. They were not. They were  
 6 false, they couldn't be proven, they still can't be  
 7 proven, and there's an investigation going on that  
 8 part of the recall too. Because when you sign a  
 9 recall petition and you put your name up there,  
 10 Ms. Kleingartner, Mr. Callicrate, and I think  
 11 Ms. White, you can't do this. You cannot have a  
 12 recall petition with false information at the time  
 13 at the top. So that is also being investigated. By  
 14 the way, that's a Class C felony.  
 15 So you people that got involved in this  
 16 thing, it's dead. And as far as the recall, it was  
 17 dead after the first 45 days because you didn't read  
 18 the directions, and you didn't cure all your  
 19 signatures in a 45-day period that were collected  
 20 before them.  
 21 It is a mess been and it's been a mess and  
 22 it's going to continue to be a mess. So if you're  
 23 really caring about your community and you really  
 24 want your community to be progressive and outgoing  
 25 community of people that get along, you don't do

19

1 stuff like. This is horrible. Absolutely horrible.  
 2 Thank you.  
 3 MATT: That was our last public comment.  
 4 CHAIR SCHMITZ: That'll close out agenda  
 5 item C.  
 6 D. APPROVAL OF THE AGENDA  
 7 CHAIR SCHMITZ: Staff has requested that E  
 8 2, the report on the beach year end food and  
 9 beverage, be removed from tonight's agenda. They  
 10 intend to bring that back in a more clear and  
 11 understandable format.  
 12 Are there any other suggestions for  
 13 changes to the agenda?  
 14 Seeing none, the agenda, then, will move  
 15 forward.  
 16 E. REPORTS TO THE BOARD  
 17 E 1. General Manager's Report  
 18 CHAIR SCHMITZ: The first is from the  
 19 District General Manager's monthly report. The  
 20 written report is on pages 4 through 24.  
 21 MR. MAGEE: I'll say that the first week  
 22 on the job has been quite a whirlwind. I've heard  
 23 from an awful lot of people who would like to get on  
 24 my calendar and express their opinions in a myriad  
 25 of things. And I certainly appreciate the interest.

20

1 I'm doing my best to accommodate  
 2 everyone's request; however, my priorities this  
 3 first week have been really focused on the staff,  
 4 inside the building and throughout the District,  
 5 making sure that I have an opportunity to meet with  
 6 the senior leadership team as well as employees  
 7 throughout the District. And I've heard from a  
 8 number of them, they are interested in discussing  
 9 morale, just in general, and I told them I'm happy  
 10 to meet with them on a one-on-one basis or as a  
 11 group. And so we've already had three meetings in  
 12 various settings that this is something we will  
 13 focusing on very early.  
 14 Just wanted to say I apologize to everyone  
 15 that we have not been able to get on my calendar  
 16 yet. I am working on that, and we will get those  
 17 planned.  
 18 A couple of things that are in the written  
 19 report that I wanted to draw attention to tonight is  
 20 one is the human resources report that talks about  
 21 the Washoe County economics report. And so there  
 22 was a number of items in here that I personally  
 23 found very interesting when we saw this data that  
 24 Nevada now ranks number one in the nation for job  
 25 growth with a 3.1 percent job growth between 2022

1 and 2023. January. 21

2 As of December 2023, the median sale price

3 for homes in Washoe County is now \$505,000, with the

4 average rent in Northern Nevada being about -- just

5 short of \$1,800 per month. And there's estimated to

6 be only a 5.3 percent vacancy rate for rental

7 properties throughout Northern Nevada.

8 In 2023, 12 new manufacturing companies

9 moved to Northern Nevada and of the -- in total, 16

10 new employers, seven of those reported an average

11 hourly wage of \$40 for their employees.

12 So I thought it was as some rather

13 interesting data that came of that report.

14 Moving on to Public Works, in the recent

15 past couple of weeks, we've had multiple underground

16 water leaks and impacts to the road, and just wanted

17 to let the community know that Christmas Tree

18 Village will have to have its water shut off for

19 emergency repairs. That water shutoff will occur

20 from March 19th through 21st, and as part of health

21 and safety requirements, the food establishments

22 within Christmas Tree Village will have to remain

23 closed from March 19th through March 21st.

24 I'm very happy -- I'd like to move on to

25 the finance department, and I'm very happy to report

22

1 that the financial reports on the website are now,

2 finally, up to date. That is something that we have

3 been working on diligently for a long time. The

4 Board has heard me say that in my previous role as

5 the interim finance director a number times. We

6 have changed -- made one change; we've changed the

7 payment of bills from a weekly report to a monthly

8 report. It just makes more sense to do it that way

9 and not have duplication of effort. We can run it

10 one time at the end of month as the month is closed.

11 And then we wanted to highlight that the

12 information on the website is now current as of the

13 month end January 31st for both sources and uses and

14 the statement of revenues, expenses, and net

15 positions. I'd just like to take a moment to give

16 the finance team a shout-out. It has been a very,

17 very heavy lift for them to get caught back up, and

18 we're extremely proud to report that we're there, we

19 finally got there.

20 And the last thing that I had to report to

21 the Board tonight was we are in the final stages of

22 wrapping our annual audit. We are anticipating, we

23 have requested of the Board that there be a special

24 meeting on March 28th. There are a couple of

25 time-sensitive items that need to go forward on that

23

1 particular date, if the Board is amenable to calling

2 a special meeting. One of them would be the results

3 of the audit, and we're hoping to present the audit

4 on that date.

5 With that, I'm happy to answer any

6 questions that the Board may have.

7 CHAIR SCHMITZ: Questions?

8 TRUSTEE TULLOCH: First thing I want to

9 respond, General Manager Magee, responding to the

10 public comment earlier, let's make sure the special

11 meeting is properly noticed at a time that works.

12 I have a few questions for you. On page 6

13 of the financial -- of the document on the financial

14 report, the internal controls project, can I ask,

15 are we actually going to do something with internal

16 controls on this occasion since your predecessor

17 finance director told us multiple occasions there's

18 work going on, and all that was ever produced was a

19 list of the internal controls that we should have.

20 Are we -- I'm assuming this project is

21 actually going to deliver something?

22 MR. MAGEE: The answer is yes. We are not

23 looking at these things and doing nothing with them.

24 We have actually asked Baker Tilly to assist us with

25 an implementation action plan to make sure that

24

1 they're recommendations are either implemented

2 internally or if we have a compelling operational

3 reason that we figure out -- to not do that, that we

4 figure out a better way to do what Baker Tilly has

5 suggested to us.

6 TRUSTEE TULLOCH: Thank you. I'm glad to

7 hear that since I had made that suggestion that we

8 use some contractors or consultants to do it on

9 multiple occasions in the past on the Audit

10 Committee.

11 With regard to the up-to-date finance

12 numbers, are the bank reconciliations up to date

13 now?

14 MR. MAGEE: Partially. What I will say is

15 the bank reconciliations have been competed, the

16 work has been completed, however, as I've mentioned

17 to the Board at previous meetings, completing the

18 bank reconciliation does not mean that there are not

19 outstanding items.

20 And so there are still outstanding items

21 that we need to research, reconcile. These are

22 usually due to timing issues, but as of today, we

23 are current on our bank reconciliations.

24 TRUSTEE TULLOCH: Excellent. Thank you.

25 Moving on to the venue report for Diamond

25

1 Peak. I see a lot of numbers about visitors  
2 numbers, and then I see decreases of 20 percent in  
3 non-Picture Pass Holder tickets sold. Do we have  
4 any actual revenue numbers against budgets here?  
5 Obviously, this season's been kind of up and down,  
6 so just wondering how this is going to leave us.  
7 MR. MAGEE: I'm not familiar. If we do  
8 have revenue numbers, I've not specifically asked  
9 staff for those reports. I can certainly ask  
10 Mr. Cripps if he can produce a report in the  
11 upcoming days.  
12 TRUSTEE TULLOCH: That would be helpful.  
13 It would give us some indication. When I see  
14 numbers down and past tickets sold down and decrease  
15 in sales, it's -- little warning bells go off.  
16 We've always relied on Diamond Peak being the cash  
17 cow, so we want to make sure -- if there's going to  
18 drop off here, I'd like to see what's coming there.  
19 Otherwise, that was it. Thank you -- oh  
20 no, there was one other. In terms of the HR report,  
21 I don't see the vacancy for the purchasing contracts  
22 manager that we approved a few months ago.  
23 MR. MAGEE: I followed up with HR this  
24 week, we are anticipating having that out to the  
25 public within the next two weeks.

27

1 MR. MAGEE: Yeah. My apologies. I don't  
2 know on that one. I think that would be an  
3 appropriate question for Ms. Nelson.  
4 CHAIR SCHMITZ: That's fine. Thank you.  
5 Any other questions for the General  
6 Manager?  
7 Seeing one, we will close out that agenda  
8 item.  
9 E 3. Treasurer's Report  
10 CHAIR SCHMITZ: It can be found on pages  
11 29 through 85. I will hand the floor over to  
12 Trustee Tulloch.  
13 TRUSTEE TULLOCH: I'm just following up.  
14 There's no major changes to the treasurer's report,  
15 apart from the numbers, of course, since last month.  
16 The Board direction last month was to focus on the  
17 more critical and finance department areas that we  
18 still have there.  
19 If we look at page 31, we can see the big  
20 gross payroll expenses. Were starting to shoot well  
21 over in terms of there, and if you look on page 32,  
22 you'll see that year-to-date payroll expenses, we're  
23 about 1 million bucks over budget at the moment.  
24 That's obviously something that I'm sure General  
25 Manager will be taking account of.

26

1 TRUSTEE TULLOCH: Excellent. Thank you.  
2 CHAIR SCHMITZ: I have a follow-up  
3 question to that, if I may. In addition, my  
4 understanding is you're going to be also adding the  
5 open positions in Public Works as well?  
6 MR. MAGEE: Yes. That is a recommendation  
7 that I made to interim Director Nelson, that she  
8 does have a couple of vacancies over there, and I  
9 have encouraged her to fill those immediately, to  
10 work with human resources to get them out as soon as  
11 possible.  
12 CHAIR SCHMITZ: So there will be a couple  
13 of additions to this list?  
14 MR. MAGEE: We sure hope so.  
15 CHAIR SCHMITZ: I just have a question,  
16 and if it's better to wait until Ms. Nelson is here,  
17 but on her report on page 9, I seem to recall  
18 Director of Public Works Leijon talking about grant  
19 funding for the replacement of the walking bridge  
20 between Incline Beach and Ski Beach, but I don't see  
21 that on the list anywhere. Is that still moving  
22 forward?  
23 And my understanding is they were going to  
24 have funding to potentially begin that project this  
25 summer. I just don't see it here.

28

1 Accounts payable, hard to tell. We're  
2 still doing a huge amount of non-EFT transactions,  
3 which we're looking at.  
4 Total investment, still sitting there.  
5 I'm trying to find the interest number for this  
6 month. I had it marked somewhere. I don't see the  
7 interest there on the operating account.  
8 MR. MAGEE: Yes, the operating account  
9 says "operating checking," and the monthly interest  
10 earned on that was \$40,765.  
11 TRUSTEE TULLOCH: Excellent. So we're  
12 still picking up money. That's excellent. That's  
13 over the last few months. Certainly, you've  
14 probably covered your salary in terms of that with  
15 this new investment, which wasn't -- running the  
16 money sitting there before.  
17 Looking at page 35, again we'll see the  
18 costs --  
19 CHAIR SCHMITZ: It's page number 5.  
20 TRUSTEE TULLOCH: There we can see the  
21 costs -- the expenses against revenues for all the  
22 different operating areas. If I look at -- ski is  
23 ahead, which is reassuring considering the visitor  
24 numbers are down. We can see on the beaches, I  
25 think while it shows as revenues against the



29

1 beaches, I believe that blue line, General Manager  
 2 Magee, is actually the beach fees, rather than  
 3 actual revenues. Is that correct?  
 4 MR. MAGEE: Yes. I believe we looked at  
 5 that previously, and that figure did include that  
 6 fee. Yes.  
 7 TRUSTEE TULLOCH: We can look at -- I  
 8 think we can maybe modify this further to show  
 9 what's actually subsidies as opposed to revenues.  
 10 MR. MAGEE: I believe I saw Assistant  
 11 Director Cripps out in the hall, and we'll make sure  
 12 that he communicates that to staff. We can remove  
 13 that and footnote that in the future on the report.  
 14 TRUSTEE TULLOCH: Excellent. Otherwise, I  
 15 think it's all moving forward.  
 16 If we look at --  
 17 CHAIR SCHMITZ: Can we stop for a second  
 18 there?  
 19 TRUSTEE TULLOCH: Surely.  
 20 CHAIR SCHMITZ: I have a question on this  
 21 particular page. We don't have Public Works and we  
 22 don't have the general fund and it doesn't have  
 23 budget, but my overall question is -- this is really  
 24 nice -- until we have comparisons to budgets, it  
 25 really isn't helping us to understand how are we

31

1 you know, in governmental, especially when you have  
 2 seasonal operations, it really doesn't make sense to  
 3 have a month-by-month budget because golf courses  
 4 closed right now, so it doesn't have a perfect way  
 5 to show this.  
 6 What I can tell you is is Assistant  
 7 Director Cripps has been working on a concept called  
 8 "estimated actuals," in where he will be presenting  
 9 to the Board on a periodic basis what the budget  
 10 numbers are, next to that you'll see a column that  
 11 has actual numbers, and next to that will be what's  
 12 called "an estimate actual," which is where the  
 13 finance department works with the various venues  
 14 and department heads, and we come up with where we  
 15 think we will be at the end of year.  
 16 Now, that's always a little bit of a  
 17 moving target, but that's one of the best practices  
 18 in government finance, and it's something he's been  
 19 working on, we just haven't got there yet.  
 20 CHAIR SCHMITZ: Thank you. And then the  
 21 question about the general fund and Public Works?  
 22 MR. MAGEE: If the treasurer so directs,  
 23 we'd be happy to add that.  
 24 CHAIR SCHMITZ: I'll let him make that  
 25 call.

30

1 performing compared to budget.  
 2 But in light of everything that's going on  
 3 in accounting, how much time does it take you to put  
 4 this report together, and should we sort of hit a  
 5 bit of a pause button to allow you to catch up in  
 6 finance with what needs to be done, and at the same  
 7 time, give us actual budget numbers and complete  
 8 things so that it's more meaningful?  
 9 That's my question.  
 10 MR. MAGEE: To answer your first question,  
 11 staff's really starting to get this report dialed  
 12 in, and it takes a few hours, really, to pull the  
 13 data and put it together.  
 14 We hope you enjoy the new graphics and the  
 15 new layout of it. We've been working very hard on  
 16 -- we knew there would be a lot of effort up front,  
 17 but the amount of effort would go down. And the  
 18 amount of effort has gone down significantly.  
 19 It's not something that I feel is time  
 20 prohibitive for the finance department at this time.  
 21 I feel like it's been well received by the  
 22 community, and I believe we should probably continue  
 23 to do it given that it's not a real heavy lift for  
 24 staff.  
 25 With respect to the budget numbers, so as

32

1 If there aren't any other questions on  
 2 that section of the report, please feel free to move  
 3 on. Thank you.  
 4 TRUSTEE TULLOCH: A couple of things.  
 5 Now, as we're moving into the budget season now, and  
 6 we know we have two major seasonal operations, I  
 7 mean, typically what we do when we're doing the  
 8 month-by-month budget is not just for seasonal  
 9 operations, it's just do a weighted budget. Would  
 10 that be possible as we're preparing the budget  
 11 this year?  
 12 MR. MAGEE: If we were to do that,  
 13 understand we're building almost a second set of  
 14 financials, it's not what I would recommend, it's  
 15 not something that the State would require us to do.  
 16 Could we do it? Absolutely. We can do a  
 17 lot of things, but it would be some significant  
 18 additional staff time to start pulling those types  
 19 of data together.  
 20 TRUSTEE TULLOCH: I was thinking more in  
 21 terms of when the department heads or division  
 22 heads, I can't remember which we call them, they  
 23 basically know what their staffing -- they know  
 24 their staffing profile, and the payroll is a major  
 25 driver, in most cases. I was wondering whether that

33

1 would be possible for them to actually weight it  
 2 according to that?  
 3 MR. MAGEE: We can certainly ask them to.  
 4 Yes, we can see what we can put together, for sure.  
 5 TRUSTEE TULLOCH: That would be helpful.  
 6 Unless, of course, our two seasonal operations just  
 7 cancel each other out.  
 8 Otherwise, looking at Appendix B, we'll  
 9 see now it's multiple pages when it's doing the  
 10 monthly printout. It's actually been very  
 11 interesting because it's helped myself and General  
 12 Manager identify some areas for consideration when  
 13 we see about 120-something different transactions  
 14 with AT&T, it seems like we're paying every cell  
 15 phone bill individually. I think there's got to be  
 16 better ways of doing that. Maybe our new contracts  
 17 and purchasing person will take that over and get us  
 18 to a single account and things like that.  
 19 Otherwise, it's interesting to see there.  
 20 I know Trustee Schmitz has previously expressed some  
 21 concerns over the number of very small, low-dollar  
 22 transactions still going through as checks, but it's  
 23 a work in progress.  
 24 Thank you.  
 25 CHAIR SCHMITZ: I wanted to just share

34

1 that I did find a couple of things that didn't show  
 2 up on the disbursements over 50,000 on page 11 and  
 3 on page 42. I don't know why they would have not  
 4 appeared here and maybe my eyes are playing tricks  
 5 on me.  
 6 But on page 11, there was another check to  
 7 the State of Nevada for 181,000, I don't see -- oh  
 8 no, that is there. I'm sorry I missed it. It was  
 9 in the very first line.  
 10 And then on page 42, maybe my eyes were  
 11 playing tricks on me. I will look through it again  
 12 and just let you know.  
 13 But I want to make sure that everything  
 14 that is over 50, it ends up here. I had sent both  
 15 of you an email on -- there were two of them, but  
 16 the one is the very first line item. I just missed  
 17 it on the very top. Thank you for taking the time  
 18 to review all of this.  
 19 Are there any other questions for the  
 20 treasurer from any of the trustees?  
 21 Seeing none, that will close out agenda  
 22 item E.  
 23 F. CONSENT CALENDAR  
 24 F 1. Meeting Minutes Approval  
 25 F 2. Board Policy 22.1.0 Revisions  
 CHAIR SCHMITZ: We have two items on the

35

1 consent calendar, the approval of the  
 2 meeting minutes and to revise Policy 21.1.  
 3 TRUSTEE TONKING: I move to approve the  
 4 consent calendar.  
 5 TRUSTEE DENT: I'll second.  
 6 CHAIR SCHMITZ: A motion's been made and  
 7 seconded. Any discussion?  
 8 Seeing none, I'll call for the vote. All  
 9 those in favor?  
 10 TRUSTEE TONKING: Aye.  
 11 TRUSTEE TULLOCH: Aye.  
 12 TRUSTEE NOBLE: Aye.  
 13 TRUSTEE DENT: Aye.  
 14 CHAIR SCHMITZ: Aye.  
 15 Motion passes, 5/0.  
 16 Moving on to general business.  
 17 G. GENERAL BUSINESS  
 18 G 1. Operating Budget Augmentation  
 19 CHAIR SCHMITZ: Subject: Review, Discuss  
 20 and Possibly Approve the Augmentation and the  
 21 Appropriation of FY 2023/24 Operating Budget  
 22 20002224-7510 in the Amount of \$300,000 from the  
 23 Utilities Reserve Fund to Cover Costs of Water Main  
 24 Repairs; and, Defunding \$400,000 from the FY 2023/24  
 25 CIP #2299DI1702 - Water Pump Sta. 2-1 Improvements,

36

1 Account Number - 20002299-8120 and Reappropriating  
 2 \$400,000 to CIP #2299DI2603 - Residential Meter and  
 3 Electronics Replacement, Account Number -  
 4 20002299-7510 to Fund the Procurement of Additional  
 5 Water Meter Registers and Transponders. (Requesting  
 6 Staff Member: Interim Director of Public Works Kate  
 7 Nelson).  
 8 MS. NELSON: On item G 1 on page 167 of  
 9 your board packet, we've got two different requests  
 10 here, all affecting the water fund.  
 11 The first one is in regards to the water  
 12 transmission budget. Basically, this is budgeting  
 13 to cover water leaks throughout the District that we  
 14 have anytime during the year. As you're aware,  
 15 we've had some significant leaks over the past  
 16 couple of weeks. One on Tyner specifically, we had  
 17 another one on Jennifer yesterday, and the one  
 18 adjacent to the Christmas Tree Village.  
 19 Currently, that budget was 190,000. We've  
 20 spent to date 130,000 and some change. We have a  
 21 known total that we will spend after next week of  
 22 171,612, and we have not received invoices for  
 23 three additional payment reinstatements. Those  
 24 invoices will be seen at a later date when the work  
 25 can be completed, either late spring, early summer.

37

1 We are looking to augment that budget with -- by  
 2 \$300,000 to cover these unknown invoices.  
 3 The second item is to defund the water  
 4 pump station 2-1 improvements project that has not  
 5 moved forward to date. The total budgeted amount  
 6 for that was \$400,000. We are requesting to utilize  
 7 that money to purchase additional meter  
 8 transponders -- meter electronics and transponders.  
 9 They are currently dying at a rate that we  
 10 anticipated not as many.  
 11 So we actually had it outlined in the  
 12 five-year fiscal year plan to, every year, we would  
 13 be replacing these meters; however, the die-off rate  
 14 has increased, and we are also running into supply  
 15 chain, long-lead items, so it's taking longer to  
 16 actually receive the equipment when we place the  
 17 order.  
 18 We're trying to get ahead of things so we  
 19 won't be waiting for equipment, so we can actually  
 20 have it on the shelf. We currently have the meter  
 21 tech on staff now, and he is actually doing the  
 22 change-outs, which is working out pretty well.  
 23 At this time, I'll turn it over to the  
 24 Board, if you have any questions for either of these  
 25 items.

39

1 accounting question and determination.  
 2 TRUSTEE TULLOCH: Let's just check and  
 3 make sure we're using the right asset life for them  
 4 going forward.  
 5 Will we get these, the number you're  
 6 ordering, within this financial year?  
 7 MR. YOUNGBLOOD: That's undetermined at  
 8 this time. I have put the supplier on notice that  
 9 we are potentially going to order them, but at this  
 10 time, they haven't provided a time frame.  
 11 TRUSTEE TULLOCH: It was brought up in  
 12 public comment that we need to authorize the money  
 13 first, so even if it then becomes a carryover.  
 14 CHAIR SCHMITZ: Any other questions?  
 15 I have great concern about our utility  
 16 fund balance. I don't know where we are with our  
 17 utility fund balance. At our last meeting, I recall  
 18 we dipped into our utility fund balance by \$800,000,  
 19 now another 3, and my recollection is is that we are  
 20 out of compliance with Board policy for what the  
 21 reserve was before we started this budget year. And  
 22 if dip into it another million one between these  
 23 last two activities, I'm very concerned, and the  
 24 memo doesn't tell us anything about where we are  
 25 with our utility fund balance.

38

1 TRUSTEE TULLOCH: Just in terms of you say  
 2 we have a meter tech on staff now so we're not doing  
 3 these change-outs on overtime anymore?  
 4 MS. NELSON: Correct.  
 5 TRUSTEE TULLOCH: Excellent. That's good.  
 6 What's the lifespan you're seeing of these  
 7 meters now, and it is under the projected original  
 8 ten years?  
 9 MS. NELSON: I'll ask Jim Yougblood, our  
 10 utilities specialist on that. I know they're stated  
 11 at ten years.  
 12 MR. YOUNGBLOOD: The battery life on those  
 13 units is ten years, guaranteed. So up to that  
 14 point, the manufacture will replace them for free,  
 15 and we're approaching the 20-year lifespan of these  
 16 units.  
 17 TRUSTEE TULLOCH: So the displays are  
 18 going as well. My experience, usually the displays  
 19 go.  
 20 MR. YOUNGBLOOD: Correct.  
 21 TRUSTEE TULLOCH: Have we been  
 22 capitalizing these at 20-year life, so we're going  
 23 to be taking a writeoff as -- write downs as we  
 24 replace these?  
 25 MS. NELSON: I would say that's an

40

1 And I know that staff has been talking  
 2 about not having staff, and I don't know whether  
 3 there are potentially funds that could be  
 4 reallocated so that we don't have to go and take  
 5 money out of a reserve fund that is already below  
 6 our standard for the Board. And I think anytime  
 7 something comes to the Board wanting to use fund  
 8 balance, the Board should be informed of what is the  
 9 current fund balance and what is policy for that  
 10 fund balance.  
 11 I'm very uncomfortable after just taking  
 12 \$800,000, to go and take another \$300,000, when I  
 13 don't know what the fund balance is.  
 14 MS. NELSON: I spoke with Mr. Cripps today  
 15 and was provided with that revenues are over our  
 16 expenses, so we actually have about a million  
 17 dollars that we're flush because we aren't spending  
 18 as much. We do have some salary savings that is  
 19 available to use.  
 20 And then we can also go through the  
 21 actuals of where we are today and see if there's any  
 22 other funding that we can pull from. I know one off  
 23 the top of my head, which is the rate study, we  
 24 didn't move forward with that, so out of the water  
 25 fund, there's \$25,000.

41

1 We can look at other funds if that's the  
2 direction of the Board. We're happy to do that.  
3 CHAIR SCHMITZ: Thank you.  
4 Any other comments or questions?  
5 TRUSTEE TULLOCH: I would support that.  
6 Let's go through the different funds and see what  
7 we've got rather than before we start drawing down  
8 reserves.  
9 It's slightly theoretical in some  
10 respects, since the unspent stuff is still sitting  
11 in reserves. The way we show it, it's not a  
12 dedicated reserve account, but let's start looking  
13 at where -- because I know there's several projects  
14 that we've authorized, and when they came to the  
15 Board, we pointed out those savings, 20-, 30-,  
16 40,000 bucks in each of them. And I did ask that  
17 went back into fund balance.  
18 Let's take look at that and just see how  
19 much -- see whether we can avoid taking it out of  
20 the reserve fund. That would be the normal way of  
21 doing it.  
22 CHAIR SCHMITZ: Just to add on to that.  
23 If you recall, we budget every year, we have been  
24 budgeting \$100,000 for potential repairs to the  
25 effluent pipeline. And I know as we've been

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1 similar to the general fund, I'm assuming that all  
2 directors and him are looking at replenishing all of  
3 our reserves, given some of the decisions that were  
4 made over this last year; is that correct?  
5 MR. MAGEE: Yes, that exactly what he's  
6 doing right now. He's meeting with all of the  
7 departments and evaluating, literally, every single  
8 line item, fund balances. They're going through  
9 that process right now, very much in depth.  
10 He and I have met on that a number of  
11 times already, and he's starting to pull together  
12 some pretty quality data now.  
13 TRUSTEE NOBLE: What is downside to the  
14 Board not taking action on this item for the next  
15 two or four weeks?  
16 MS. NELSON: Currently, knowing that we  
17 have the cost coming in for state route repair next  
18 week, we would be left with only about \$20,000 in  
19 that account, we couldn't -- if we got an invoice,  
20 we couldn't pay it.  
21 CHAIR SCHMITZ: So for clarification, I  
22 think what he's asking and what we're asking is that  
23 if you have funds, we can authorize reappropriating  
24 funds to cover these costs; correct?  
25 MS. NELSON: Yes. But would we need to

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1 replacing more of the pipeline, that should reduce  
2 the amount of probability of leaks. If there's  
3 money that you don't anticipate spending in that  
4 type of an emergency repair budget, we could  
5 potentially look at that.  
6 And I agree, it is a matter of shifting  
7 around, but it's also a matter of due diligence in  
8 looking at how are we spending our money, and let's  
9 make sure we're doing things right and not just  
10 automatically dipping into fund balance.  
11 Thank you for that.  
12 TRUSTEE TULLOCH: I can just add to that.  
13 I think this is a good reminder for all our projects  
14 that we're doing. Just because we authorize a  
15 certain amount for the project and the project comes  
16 in underspent, that money -- that these savings  
17 should all go back into fund balance. It should not  
18 just be, oh, great, we can spend this on some extra  
19 beach chairs or something like that.  
20 We need to make sure when we successfully  
21 deliver projects under budget, that the savings do  
22 go back, otherwise, they're not savings.  
23 TRUSTEE TONKING: It's my understanding  
24 too -- and this is probably a question for GM Magee  
25 -- that when Mr. Cripps goes and does the budgeting

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1 come back to the Board to identify exactly where  
2 those funds are coming from, or can we work with  
3 accounting to get that done?  
4 CHAIR SCHMITZ: I think that the Board  
5 could direct that you work with accounting on that.  
6 MS. NELSON: Okay.  
7 CHAIR SCHMITZ: Any other comments or  
8 questions?  
9 TRUSTEE DENT: So from what I'm hearing is  
10 we wouldn't be authorizing additional fund balance  
11 to be used. And then what if we come up short and  
12 we can't do we need to, then they'll come back to us  
13 again?  
14 (Inaudible response.)  
15 TRUSTEE DENT: Okay. Do we want to go  
16 that route or do we want to approve up to this  
17 amount for a fund balance with a report that comes  
18 back -- a detailed report that comes back to the  
19 Board at the special meeting of the 28th? That way,  
20 we can get the resources that we need for the water  
21 meters and still understanding of where we're at.  
22 CHAIR SCHMITZ: I'm going to look to  
23 General Manager Magee. What's your recommendation  
24 on that?  
25 MR. MAGEE: The staff recommendation is to

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1 appropriate the money from the fund balance, because  
 2 that does give us legal authority to write the  
 3 check.  
 4           We can certainly accept Board direction to  
 5 try to find all of the funds within existing  
 6 appropriations, if we can, we will make sure that  
 7 gets used. And then any unused appropriations, we  
 8 can report back to the Board that we either needed a  
 9 portion of that or some portion of that or no  
 10 portion of that, and then, essentially, staff would  
 11 be of the understanding to freeze those  
 12 appropriations and not use those even though the  
 13 Board gave us the legal authority to write the check  
 14 if we needed to.  
 15           So, ultimately that is why you see the  
 16 staff recommendation here.  
 17           MR. RUDIN: Additionally, NRS 354.598005  
 18 requires that the governing body authorize the  
 19 transfer of appropriations from a contingency  
 20 account. That's one of the reasons staff are here.  
 21           With respect to cost savings within, say,  
 22 the existing water fund from a specific project, NRS  
 23 actually authorizes the person authorized to  
 24 administer the budget transfer appropriations within  
 25 any function, so that would not -- that could be

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1 same thing, if we could bring it within the next  
 2 month, if we could get a listing of where these  
 3 potential savings are. That would be educational  
 4 for the Board as well, particularly as we move into  
 5 budget season.  
 6           CHAIR SCHMITZ: Would anyone care to make  
 7 a motion?  
 8           TRUSTEE TONKING: I move that the Board of  
 9 Trustees augment and appropriate the FY 2023/24  
 10 Operating Budget 20002224-7510 in the amount of  
 11 \$300,000 from the Utilities Reserve Fund; and defund  
 12 \$400,000 from the FY 2023/24 CIP #2299DI1702 - Water  
 13 Pump Station 2-1 Improvements, Account Number -  
 14 20002299-8120 and reappropriate \$400,000 to CIP  
 15 #2299DI2603 - residential meter and electronics  
 16 replacement, account number - 20002299-7510. And  
 17 look for cost savings from other accounts and report  
 18 back to the Board within the next month on those  
 19 savings.  
 20           CHAIR SCHMITZ: Motion's been made.  
 21           TRUSTEE DENT: I'll second.  
 22           CHAIR SCHMITZ: Motion's been made and  
 23 seconded. Any further discussion?  
 24           TRUSTEE TULLOCH: Just a slight deviation.  
 25 It's a question for counsel. Do we actually need to

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1 done at the staff level by accounting already.  
 2           CHAIR SCHMITZ: So what we would recommend  
 3 is to say that we, the Board, would authorize the  
 4 \$300,000 to be appropriated, but at the same time  
 5 direct staff to reappropriation budget and report back  
 6 to the Board of what they actually needed to use; is  
 7 that correct?  
 8           MR. MAGEE: If counsel is in agreement  
 9 here, I would say that feels like a very appropriate  
 10 direction from the Board.  
 11           MR. RUDIN: Yeah, that would actually give  
 12 staff the most amount of flexibility in terms of  
 13 insuring that you're not running out of funding to  
 14 pay bills as they become due.  
 15           CHAIR SCHMITZ: And we can get that report  
 16 back on an agenda within the next month?  
 17           MR. MAGEE: I look to Assistant Director  
 18 Cripps and interim Director Nelson on that one.  
 19           CHAIR SCHMITZ: Okay. We can work on that  
 20 offline.  
 21           MR. MAGEE: We understand what the Board's  
 22 desires are, and we will make every effort to get  
 23 that back within the month.  
 24           CHAIR SCHMITZ: Thank you.  
 25           TRUSTEE TULLOCH: I was going to ask the

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1 go through and repeat every word of these or can we  
 2 pass these motions as written?  
 3           MR. RUDIN: You can just say "move the  
 4 staff recommendation," if that's preferable.  
 5           TRUSTEE TULLOCH: Thank you.  
 6           TRUSTEE TONKING: That's a game changer  
 7 for life.  
 8           CHAIR SCHMITZ: All those in favor?  
 9           TRUSTEE TONKING: Aye.  
 10           TRUSTEE TULLOCH: Aye.  
 11           TRUSTEE NOBLE: Aye.  
 12           TRUSTEE DENT: Aye.  
 13           CHAIR SCHMITZ: Aye.  
 14 Passes five to zero. Thank you.  
 15           Moving on to agenda Item G 2.  
 16           G 2. Water Resource Recovery Facility  
 17 Controller  
 18           CHAIR SCHMITZ: Review and discuss and  
 19 possibly approve services for the water resource  
 20 recovery facility controller. I'll just hand it  
 21 over to interim Director of Public Works.  
 22           MS. NELSON: This item is to purchase  
 23 equipment that ultimately will help our treatment  
 24 staff manage the -- it's a natural process through  
 25 the wastewater treatment plant, and we've had

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1 difficulty year after year when our flows increase  
 2 and the temperatures increase. What happens is the  
 3 plant basically has an upset. It's like if you go  
 4 out and have a super heavy, fatty meal that your  
 5 body is not used to, you have an upset. And so it's  
 6 similar to what happens in the plant. We get  
 7 treatment taking place in the clarifiers when all  
 8 the treatment should be happening in the aeration  
 9 basins. It causes havoc, and it's not a quick fix,  
 10 like if you were to just take some Tums and feel  
 11 better. We have to add a lot of chemicals to  
 12 reverse that, and it's not just days, it's weeks, to  
 13 take that and get the plant back operating.  
 14         So what this equipment is going to help us  
 15 do is actually have realtime data so we can start to  
 16 log and manage the treatment process so we're able  
 17 to adjust in realtime based on the information that  
 18 we're getting from these sensors.  
 19         Our goal in this is to reduce the amount  
 20 of chemicals that we have to add. We're hopeful  
 21 that the return activated sludge that our new bugs,  
 22 we want to take as much of those new bugs and put  
 23 them at the beginning of the treatment process as  
 24 opposed to having to create more biosolids that we  
 25 have to off haul. So we're hoping to actually to be

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1 able to use more bugs, not off haul as much.  
 2         And then the main important part of this  
 3 is that we stay within our discharge permit limits.  
 4 We have gotten close where we've gone over certain  
 5 criteria that's outlined, but we've never violated  
 6 our discharge permit. We've gotten close, and we've  
 7 seen this year after year after year. That's why  
 8 we're trying to adjust how we can manage this  
 9 process better.  
 10         So with that, I'm going to go through the  
 11 costs, because I think that was a question in public  
 12 comment. So current budget with carryovers, the  
 13 \$267,561, we've have the centrifuges that are under  
 14 contract. Basically that contract was a not to  
 15 exceed of \$85,940 per centrifuge, that's the total  
 16 of the 171880. I'm under section four. I don't  
 17 have --  
 18         TRUSTEE DENT: Page 173.  
 19         MS. NELSON: So we already have received  
 20 one of centrifuges back, it's been reconditioned,  
 21 and the cost of that was \$53,480. So knowing that  
 22 the second centrifuge can't exceed the \$85,940,  
 23 that's where the math proves out that if we add the  
 24 \$136,200, that we're only short \$8,000.  
 25         I will say that after our previous

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1 discussion about finding money elsewhere, because  
 2 we've asked for it to come out of the reserve fund,  
 3 we can take this shortfall out of the rate study  
 4 that we're not doing that had a budget of \$25,000 in  
 5 the sewer fund.  
 6         With that, I think I will turn it over to  
 7 questions.  
 8         CHAIR SCHMITZ: Questions? We lost  
 9 Trustee Tonking.  
 10         TRUSTEE TULLOCH: Coming back to your  
 11 comparison, would it help if we asked the community  
 12 to avoid having heavy fatty meals from time to time?  
 13         MS. NELSON: I wasn't going to blame it on  
 14 the community, but they're the ones that are feeding  
 15 the plant.  
 16         CHAIR SCHMITZ: I have a question about  
 17 your loading that you talked about in the  
 18 summertime. We're now adding these condominiums at  
 19 947, are we doing analysis to say do we have the  
 20 capacity to handle this? Because now if we're  
 21 already on the cusp and now you start adding to it,  
 22 I mean, what's the plan?  
 23         MS. NELSON: In general speak, we have the  
 24 capacity to treat. Our treatment plant if designed  
 25 for a five-million-gallon per day. Even with the

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1 additional units coming on, we can accommodate that.  
 2         However, with the use of, say, low-flow  
 3 toilets and low-flow shower heads, it increases the  
 4 strength of the wastewater coming into the plant.  
 5 So that's where we really need to start analyzing  
 6 and seeing what's happening to the plant ahead of  
 7 time, we want to be reactive -- proactive, not  
 8 reactive, and that's how we've been is reactive.  
 9         So it's a manner of seeing what is coming  
 10 into the plant, seeing when that starts to hit, and  
 11 being able to adjust. We've got six basins, whether  
 12 were two in series or three in parallel, that is all  
 13 taken care of by the treatment staff, and this  
 14 equipment will help to make that sure we're able to  
 15 treat what we're receiving when we're receiving it.  
 16         CHAIR SCHMITZ: My question -- I'm looking  
 17 to legal counsel because my questions are really  
 18 sort of a little bit different than this, and it is  
 19 talking about capacity and what is the capacity that  
 20 we have. Is that analysis part of the utility's  
 21 master plan and will that be coming back to us as  
 22 part of that report?  
 23         MS. NELSON: Yeah, I believe that they're  
 24 going to touch on what we have today and looking at  
 25 what our growth could be. We have a couple of large

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1 developments on the horizon, and we are taking those  
2 into account as we're moving forward.  
3 CHAIR SCHMITZ: Right. Because the  
4 Crystal Bay development also.  
5 MS. NELSON: Yeah, the old Biltmore.  
6 CHAIR SCHMITZ: Thank you. I don't want  
7 go off topic.  
8 MR. RUDIN: I assume this is relative to  
9 the need for the proposed improvements.  
10 CHAIR SCHMITZ: It is, so thank you for  
11 that help.  
12 Any other questions?  
13 And we do have modifications to the  
14 contract; correct? Does it impact the language of  
15 the motion? I believe it might in some small dollar  
16 amount. This is the revised motion here also for  
17 us?  
18 MS. NELSON: The \$136,200 and to  
19 appropriate \$8,100.  
20 CHAIR SCHMITZ: Okay. This is 81, not  
21 8,000.  
22 MS. NELSON: 8,100.  
23 CHAIR SCHMITZ: Okay. Thank you.  
24 TRUSTEE TONKING: I move that the Board  
25 takes the staff recommendation.

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1 CHAIR SCHMITZ: Yes.  
2 Is that acceptable? Do we have to go  
3 through this process again or can we vote?  
4 MR. RUDIN: I would say as long as you're  
5 movant and seconder both agree that that is the  
6 motion, then, yes, you can vote.  
7 TRUSTEE TONKING: I agree.  
8 TRUSTEE DENT: I agree.  
9 CHAIR SCHMITZ: A motion has been made,  
10 seconded, clarified, call for the vote. All those  
11 in favor?  
12 TRUSTEE TONKING: Aye.  
13 TRUSTEE TULLOCH: Aye.  
14 TRUSTEE NOBLE: Aye.  
15 TRUSTEE DENT: Aye.  
16 CHAIR SCHMITZ: Aye.  
17 Motion passes five to zero.  
18 Moving on to item G 3.  
19 G 3. Active Network Point of Sale Software  
20 CHAIR SCHMITZ: This is possibly  
21 authorizing staff to execute a point of sale  
22 software contract. It's on pages 191 through 306 in  
23 your board packet.  
24 Mr. Gove, if you could please clarify for  
25 us what the supplemental material on our desk is

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1 CHAIR SCHMITZ: Thank you for that.  
2 TRUSTEE DENT: I'll second.  
3 MR. RUDIN: As modified and revised.  
4 TRUSTEE TONKING: As modified and revised,  
5 yeah.  
6 CHAIR SCHMITZ: So the modification, just  
7 for the record to be clear, the agreement is for a  
8 total amount of \$160,200, and the augmentation is  
9 not 8,000; it's \$8,100; correct?  
10 MS. NELSON: Correct. And that is not  
11 coming out of the utility reserve fund, but that  
12 will be coming out of the budgeted rate study under  
13 the sewer fund.  
14 CHAIR SCHMITZ: Okay. That's another  
15 revision to staff's recommendation.  
16 TRUSTEE NOBLE: I may have misheard you,  
17 but I think you said \$160,200, and it's \$136,200.  
18 CHAIR SCHMITZ: Let me attempt this again.  
19 Staff's recommendation is going to be  
20 modified to be instead of \$135,800, it's 136,200,  
21 and instead of 8,000, it's 8,100, and the \$8,100  
22 will not be coming out of the utility reserve fund,  
23 but will be reappropriated from other budget in the  
24 utility fund.  
25 MS. NELSON: Other budget savings, yes.

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1 for, that will be great.  
2 MR. GOVE: I will do that. I have a  
3 little written statement prepared here, so I may  
4 repeat some of the things that you said there.  
5 Thank you for allowing me to get this on your agenda  
6 tonight. Mike Gove, Director of Information  
7 Services and Technology for the District.  
8 On pages 191 through 306 of your packet  
9 tonight is an item I have been in front of you  
10 previously to discuss, the point of sale system  
11 assessment. I do need to point out, quick  
12 clarification, there is an error on page 193 in your  
13 packet that has been corrected. On that page,  
14 there's a table that references the split of the  
15 requested budget augmentation. If you look at that  
16 table, the fund allocations listed are transposed.  
17 It should be 15 percent to the beaches and 85  
18 percent to community services. I messed up and  
19 goofed on that table. I'll blame it on the system,  
20 but, ultimately, that's my responsibility too.  
21 I would like to thank BBK for their work  
22 in negotiating the agreement with Active Network.  
23 They were very helpful, and I appreciate their  
24 support.  
25 With that, I'm here to request your

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1 authorization to proceed with the agreement with  
2 Active Network, as well as to request your approval  
3 for a budget augmentation in the amount of \$267,500,  
4 with 15 percent of that, or \$40,125, being  
5 appropriated from the beach fund balance, and 85  
6 percent of that, or \$227,375, being appropriated  
7 from the community services fund.

8 With that, I'm happy to answer any  
9 question that anyone may have.

10 CHAIR SCHMITZ: Could you please just  
11 clarify why we have all of this huge supplemental  
12 packet?

13 MR. GOVE: Sure. I wanted to ensure that  
14 the Board has all of the information going into  
15 this. What's included in the packet is the  
16 entire -- I'm sorry. Are you saying --

17 CHAIR SCHMITZ: So this packet was on our  
18 --

19 MR. GOVE: Okay. It looks like the entire  
20 item may have been re-sent out. It was just one  
21 page that needed to be corrected. Just one page.  
22 There's no changes. The only correction, the only  
23 change that's in there was page 193, and it's the  
24 table where the budget augmentation numbers are  
25 transposed. It is correct in the text, but when I

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1 here is I'm going to allow the consultant to provide  
2 recommendations to myself and ultimately to you on  
3 potential solutions that work for a broader range of  
4 systems than what we have right now.

5 The system that we have right now is built  
6 proprietarily around the punch cards. And so  
7 changing the punch card functionality in any way, we  
8 have to change that proprietary software, because  
9 the functionality of the punch cards is extremely  
10 proprietary to the District.

11 Part of what I would like to do with this  
12 assessment is to bring forth recommendations to  
13 continue the functionality in the end goal of the  
14 punch card, but also sort of standardize it with  
15 something that might make sense to a broader range  
16 of business processes and software operating  
17 systems.

18 TRUSTEE TULLOCH: So there's a move to  
19 standard operating platform rather than custom code  
20 and industry -- virtual industry standard?

21 MR. GOVE: There may need to be custom  
22 code. Being what we do as a district, the parcel  
23 master software that we use, which is called  
24 "Capstone," which also manages the punch card more  
25 than likely will need to be custom coded. I don't

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1 got fancy and wanted to make a table for you guys, I  
2 goofed, and thought we took it out. We missed it  
3 when we went back to review, so it stayed.

4 CHAIR SCHMITZ: I was worried we had to be  
5 looking through all sorts of contract language for  
6 changes.

7 MR. GOVE: No, ma'am. I apologize for  
8 that.

9 CHAIR SCHMITZ: Any questions for  
10 Mr. Gove?

11 TRUSTEE TULLOCH: Is this going to give us  
12 a standard point of sale system across the --

13 MR. GOVE: That's the intention. It may  
14 not be a standard front end for the end users, but  
15 the back end that we all use for the really  
16 important stuff like your financial reports as well  
17 as the financial tracking for the sales that happen  
18 at the point of sales, my goal there is to have  
19 everything consolidated in one system that then  
20 feeds to Tyler.

21 TRUSTEE TULLOCH: Excellent. Will this  
22 let us do other things with, say, the punch cards  
23 and things to load up against the point of sale  
24 system?

25 MR. GOVE: Part of what I want to achieve

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1 think we're going to find something off the shelf.  
2 Part of this assessment will deliver that  
3 answer to us is if there's a potential for something  
4 off the shelf with minor modifications, I would be  
5 open to that, but my gut tells me that it's going to  
6 need to be something that's proprietary.

7 But the goal there would be to have a  
8 maintenance contract and a support contract that  
9 would keep that software updated and up to date  
10 moving forward in the future. The current software,  
11 I won't tell you how long it's been since it was  
12 patched. I don't have a custom coder on site, on  
13 property.

14 TRUSTEE TULLOCH: Understood. I mean, I'm  
15 sure your consultant could also bring forward  
16 recommendations and changes we could make to  
17 facilitate the end -- to increase the capability and  
18 the standardization of it.

19 What's the estimated life span of this  
20 system in terms of future proving?

21 MR. GOVE: My hope is to get 10 to  
22 15 years out of it. Technology changes every day.  
23 For all we know, there could be something written in  
24 AI in three minutes in two years, so I can't promise  
25 that we would be on it in 15 years, but I think that



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1 it's a massive investment that we would see, as  
 2 staff, we would expect to get 10 to 15 years out of  
 3 it.  
 4 TRUSTEE TULLOCH: That was my real  
 5 question. On a 10-year basis it's good. If it was  
 6 five years, I'd be more concerned, but 10 years  
 7 sounds good.  
 8 MR. GOVE: I can tell you the current  
 9 system was written somewhere back in the mid-90s.  
 10 CHAIR SCHMITZ: Any other questions for  
 11 Mr. Gove?  
 12 Seeing none, I have a question. I know  
 13 that the venue managers will be working closely to  
 14 identify specifically the needs of their venues.  
 15 Will they also be identifying the needs from a user  
 16 perspective?  
 17 Because as a user, I know trying to make a  
 18 golf reservation or cancel a golf reservation, it  
 19 isn't easy, it is impossible, same thing even with  
 20 Rec Center activities and whatnot. Is there going  
 21 to be a customer-facing aspect of this point of  
 22 sales system also?  
 23 MR. GOVE: Absolutely. I would argue that  
 24 in that example that you provide with staff having  
 25 feedback or input on the customer experience, I'm

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1 going to rely heavily on Active Network to provide  
 2 us the business (inaudible) that they're providing  
 3 for everybody in 2024 versus the folks that have  
 4 been using or software -- sorry to say it -- for the  
 5 last 15 years that are kind of used to our systems.  
 6 We want the latest and greatest, we want  
 7 what's out there, we want -- I won't say apps and  
 8 things like that, but we want a full-functioning  
 9 software that the residents and the guests expect to  
 10 use when they show up at venues like ours.  
 11 CHAIR SCHMITZ: And much less frustration  
 12 for staff. I know staff gets really frustrated with  
 13 the system.  
 14 MR. GOVE: And if there's staff listening,  
 15 by no means I'm trying to discredit their experience  
 16 or their ability to provide that feedback. I would  
 17 look to Active Network to provide us that  
 18 recommendation.  
 19 CHAIR SCHMITZ: And thank you for all of  
 20 your efforts on this, and too to BBK, because we  
 21 wanted to bring -- you and I had wanted to bring  
 22 this forward probably last fall, late fall, and it's  
 23 taken much longer than anticipated.  
 24 But I think it's given us time to make  
 25 some other organizational adjustments, and now we're

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1 ready to move this forward. This is really  
 2 important, not only for staff, but for our residents  
 3 and our community in trying to have a better  
 4 experience.  
 5 I look forward to seeing this project  
 6 through to fruition, so thank you.  
 7 MR. GOVE: So do I. I just want to thank  
 8 you for your support, and you helped out greatly.  
 9 Good things take time.  
 10 CHAIR SCHMITZ: Any other discussion?  
 11 TRUSTEE TULLOCH: Just one small point.  
 12 Hopefully we won't waste time and effort trying to  
 13 make the new system look like the old system. It's  
 14 incredibly frustrating and expensive.  
 15 MR. GOVE: Absolutely not. I'm not tied  
 16 to the current system in any way. We just need the  
 17 functionality moving forward.  
 18 CHAIR SCHMITZ: We need a system that  
 19 works.  
 20 MR. GOVE: Absolutely.  
 21 TRUSTEE DENT: I move to accept staff's  
 22 recommendation.  
 23 TRUSTEE TONKING: Second.  
 24 CHAIR SCHMITZ: All those in favor?  
 25 TRUSTEE TONKING: Aye.

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1 TRUSTEE TULLOCH: Aye.  
 2 TRUSTEE NOBLE: Aye.  
 3 TRUSTEE DENT: Aye.  
 4 CHAIR SCHMITZ: Aye.  
 5 Passes, 5/0.  
 6 **Moving on to long range calendar.**  
 7 I. LONG RANGE CALENDAR  
 8 CHAIR SCHMITZ: We have one thing to add,  
 9 and that is a report from Public Works on the  
 10 savings and the use of a fund balance.  
 11 I'll work with you, Mr. Magee, to make  
 12 sure that we get that on the calendar, and I'll hand  
 13 it over to you.  
 14 MR. MAGEE: I know we've kind of gone  
 15 through these individually in the past, and I'm  
 16 looking for direction from the Board, obviously, I'd  
 17 kind of like to do it as a batch. If there's  
 18 anything that the Board would like to add, we're  
 19 absolutely all ears at this time on any of these.  
 20 As I did mention, we are hoping to have a  
 21 special meeting coming up, and so I need to work on  
 22 that particular one.  
 23 CHAIR SCHMITZ: I do have one thing, the  
 24 March 28th that we discussed, I know that there's  
 25 conflicting schedules between Trustee Dent and

65

1 Trustee Tonking, who disappeared again.  
 2 But our thought process was to have that  
 3 special meeting beginning at 4:30, and then knowing  
 4 that we will have Trustee Dent at roughly  
 5 five o'clock, Trustee Tonking has to leave at 6:00,  
 6 so hopefully an hour, we'll be able to conduct our  
 7 business between the audit and the urgent need by  
 8 Public Works.  
 9 MR. MAGEE: Yes. The intention would be  
 10 to limit this item to only the time-sensitive items  
 11 that need to move forward on this. Anything that  
 12 can move forward on a routine basis would be pushed  
 13 to the April 10th meeting.  
 14 CHAIR SCHMITZ: The special meeting would  
 15 be on the 28th, starting at 4:30. Does that work?  
 16 TRUSTEE TONKING: I emailed Heidi and  
 17 Bobby and told them I have a -- well, if we could  
 18 finish -- I have a hard, drop dead time of 6:00,  
 19 because We the People dress rehearsal is that day.  
 20 CHAIR SCHMITZ: We think that it should be  
 21 fine. We're going to start at 4:30, we're having  
 22 only two agenda items.  
 23 TRUSTEE TONKING: It will be fine, then.  
 24 As long as we don't keep adding as things happen.  
 25 CHAIR SCHMITZ: No. It's just -- only

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1 we have to submit to the State, which is a  
 2 preliminary budget, and I think that happens before  
 3 the 24th.  
 4 CHAIR SCHMITZ: I think it's April 15th,  
 5 isn't it?  
 6 TRUSTEE DENT: Yeah. So just a heads-up  
 7 on that.  
 8 CHAIR SCHMITZ: I believe the tentative  
 9 budget is due to the State on the 15th?  
 10 MR. MAGEE: Yeah. So the tentative budget  
 11 needs to be submitted to the State in advance of  
 12 that, but we anticipate that there will be some  
 13 additional Board direction modifying what the  
 14 staff's recommended budget is. There typically is  
 15 in any given budget cycle.  
 16 And so right now, we're recommending to  
 17 leave the adoption of the final budget on April  
 18 24th, which is perfectly acceptable to the State.  
 19 CHAIR SCHMITZ: So we're not going to  
 20 review the tentative budget; we're only reviewing  
 21 the final budget?  
 22 MR. MAGEE: The preliminary one. That's  
 23 -- I'd have to ask -- I don't have it with me. I'd  
 24 have to ask Assistant Director Cripps on that one,  
 25 on what the specific dates are that he has.

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1 agenda items that were of urgent nature, and that  
 2 was receiving the audit report, and also the Public  
 3 Works contract that needs Board urgent approval.  
 4 So that'll be on the 28th at 4:30.  
 5 TRUSTEE TONKING: That's fine.  
 6 TRUSTEE TULLOCH: I may be in transit at  
 7 that time, on the 28th, coming back from Sun Valley.  
 8 I'll see what I can do. As long as I can dial in,  
 9 it'll be okay.  
 10 CHAIR SCHMITZ: Okay. Any other comments?  
 11 Know that Mr. Magee and our District Clerk  
 12 and myself are working on trying to fill out this  
 13 agenda a bit more. We have contracts that we need  
 14 to get onto our calendar, so we're working through  
 15 some of that.  
 16 Any other comments or questions about the  
 17 long range calendar?  
 18 TRUSTEE TULLOCH: The April 10th, the CMAR  
 19 for the effluent storage tank, do I see that was  
 20 being moved up to March 28th?  
 21 MR. MAGEE: That is item that we intend to  
 22 move to the March 28th meeting.  
 23 TRUSTEE DENT: I just noticed on April  
 24 24th, adoption of the final budget. Shouldn't that  
 25 be, like, April 29th? I know there's a budget that

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1 CHAIR SCHMITZ: We need to look at that  
 2 because those dates are important.  
 3 MR. RUDIN: Yeah, so I just pulled this  
 4 up, NRS 354.596, you gotta submit a copy of the  
 5 tentative budget on or before April 15th.  
 6 And additionally, you gotta have a notice  
 7 of public hearing on the tentative budget, which you  
 8 have to publish notice not more than 14 days and not  
 9 less than seven days before the date of the hearing.  
 10 MR. MAGEE: Yeah. So we -- I know that  
 11 Assistant Director Cripps has been work the State on  
 12 that, and he's assured me we'll be within full  
 13 compliance of what the NRS says.  
 14 TRUSTEE TULLOCH: I'm just more concerned  
 15 when we see it -- I remember, last year, we had  
 16 several of those, the tentative budget.  
 17 MR. MAGEE: Sure. Understood.  
 18 CHAIR SCHMITZ: Any other comments?  
 19 MR. RUDIN: Lastly, I guess, one other,  
 20 the public hearing on the tentative budget must be  
 21 held by the Board not sooner than the third Monday  
 22 in May and not later than the last date in May.  
 23 TRUSTEE TONKING: I was just going to  
 24 reiterate what Trustee Tulloch said that I would  
 25 love to see some versions of the budget before

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1 trying to adopt the final budget, and we'll all have  
 2 different opinions if we haven't seen it before.  
 3 I'm just putting that on everyone's radar. It would  
 4 be helpful to at least have two opportunities to be  
 5 looking through it.  
 6 CHAIR SCHMITZ: And with that tentative  
 7 budget, we need to be looking at rates, and these  
 8 rates need to tie back our pricing policy and our  
 9 pricing pyramid. And so that's why that pricing  
 10 pyramid has been floating around is because that's  
 11 the expectation is that we will be doing all of  
 12 that.  
 13 We will have to make sure that we get that  
 14 on the calendar.  
 15 MR. MAGEE: Understood. Thank you.  
 16 CHAIR SCHMITZ: Any other comments on the  
 17 long range calendar?  
 18 Closing out long range calendar. Moving  
 19 on to Board of Trustees updates.  
 20 J. BOARD OF TRUSTEES UPDATE  
 21 CHAIR SCHMITZ: Do we have any updates  
 22 from various committees?  
 23 TRUSTEE TONKING: I have two updates, just  
 24 as we were talking about the budget. We're having a  
 25 meeting this week of the Golf Advisory Committee

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1 any online?  
 2 MR. DOBLER: This is Cliff Dobler again.  
 3 I want to talk to you guys a little bit  
 4 about that fund balance in the utility fund. If you  
 5 recall, we have about \$15 million in restricted  
 6 funds that was for the pipeline. Then what we did  
 7 is we went out and and we got a borrowing  
 8 arrangement for an amount of money that has it  
 9 worked out with a grant that we're going to be  
 10 getting from the Federal Government and the actual  
 11 CMAR costs, which is a maximum not to exceed, it  
 12 can't go higher than that, there was going to be  
 13 about 15 million left over.  
 14 I had assumed that you wouldn't borrow  
 15 that 15 million and the use the restricted funds,  
 16 but what you actually did, decided to borrow the  
 17 entire amount.  
 18 Now, if that entire amount is borrowed,  
 19 then the \$15 million of restricted funds is sitting  
 20 in a bank account. My recommendation would be --  
 21 because you have no fund balance, you think you do,  
 22 but you don't have any -- to take a portion of those  
 23 restricted funds, probably 9 million because you  
 24 haven't got that \$6 million grant yet, and  
 25 un-restrict it, just go and say, gee, you know, we

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1 tomorrow, and we're hopefully going to have some  
 2 recommendations.  
 3 I'm hoping that can be on that April 10th  
 4 meeting. We will have recommendations to the Board  
 5 before that meeting.  
 6 And then my other update is more community  
 7 oriented. The We the People team is going to  
 8 Washington, D.C., and so if the community would like  
 9 to donate, that's available on their website. Just  
 10 throwing that out there.  
 11 CHAIR SCHMITZ: Any other updates? Public  
 12 Works, construction?  
 13 I have one that the pickleball group has  
 14 submitted to management their analysis and  
 15 recommendations and thoughts related to rates as it  
 16 relates to pickleball. They're aware that it's  
 17 management's responsibility to be looking at the  
 18 budget and looking at our pricing policy. But they  
 19 did put forward some thoughtful ideas for  
 20 consideration.  
 21 That's my only update that I have. Moving  
 22 on, then, to final public comments.  
 23 K. FINAL PUBLIC COMMENTS  
 24 CHAIR SCHMITZ: Do we have any public  
 25 comment here in the room? Seeing none, do we have

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1 had this set aside for the pipeline but the  
 2 borrowing rates were such a good deal, they were  
 3 like a good banana, and we wanted to do the  
 4 borrowing and take 9 million of the restricted  
 5 funds, put in the fund balance, and everything would  
 6 be cured.  
 7 Because right now, if you have the  
 8 restricted funds, you have no fund balance. Okay?  
 9 That's a guarantee because I did the analysis the  
 10 last year and the year before.  
 11 That might be a good option for you. I'm  
 12 willing to talk to Magee about it, willing to talk  
 13 to anybody who is willing to listen, but that's how  
 14 I see solving that problem.  
 15 Thank you very much.  
 16 MATT: That was our only public comment in  
 17 the queue at this time.  
 18 TRUSTEE TULLOCH: It's not so much a  
 19 public comment. I think it's just point of  
 20 information.  
 21 I seem to recall that we agreed we  
 22 wouldn't necessarily draw down the full balance of  
 23 the loan, that we would use the funds. That was my  
 24 recollection, we would use the funds that we  
 25 collected in the first place.

1 I need to go back and check some of the  
 2 agreements, but that was my recollection.  
 3 TRUSTEE DENT: I don't know if we can have  
 4 discussion right now during public comment.  
 5 CHAIR SCHMITZ: No.  
 6 TRUSTEE TULLOCH: It's just point of  
 7 information.  
 8 CHAIR SCHMITZ: That closes out our final  
 9 agenda item.  
 10 L. ADJOURNMENT  
 11 CHAIR SCHMITZ: It's 7:32 p.m. Thank you  
 12 all for being here, thank you to staff, and have a  
 13 great evening.  
 14 (Meeting adjourned at 7:32 p.m.)

1 STATE OF NEVADA )  
 2 COUNTY OF WASHOE ) ss.  
 3  
 4 I, BRANDI ANN VIANNEY SMITH, do hereby  
 5 certify:  
 6 That I was present on March 13, 2024, at  
 7 the Board of Trustees, via Zoom, and took stenotype  
 8 notes of the proceedings entitled herein, and  
 9 thereafter transcribed the same into typewriting as  
 10 herein appears.  
 11 That the foregoing transcript is a full,  
 12 true, and correct transcription of my stenotype  
 13 notes of said proceedings consisting of 74 pages  
 14 inclusive.  
 15 DATED: At Reno, Nevada, this day of 23rd  
 16 day of March, 2024.  
 17  
 18 /s/ Brandi Ann Vianney Smith  
 19  
 20 BRANDI ANN VIANNEY SMITH  
 21  
 22  
 23  
 24  
 25

# INVOICE

**BAVS SM-LLC**  
brandiavsmith@gmail.com  
United States

**BILL TO**  
**Incline Village General Improvement  
District**  
Susan Herron / Heidi White

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 29

**Invoice Date:** March 23, 2024

**Payment Due:** April 13, 2024

**Amount Due (USD): \$794.00**

Items	Quantity	Price	Amount
<b>Base fee</b> March 13, 2024 BOT meeting	1	\$350.00	\$350.00
<b>Per page fee</b> March 13, 2024 BOT meeting	74	\$6.00	\$444.00

**Subtotal:** \$794.00

**Total:** \$794.00

**Amount Due (USD): \$794.00**

Good Evening Trustees,

With regard to the Town Hall Scheduled for the end of the month, it is important that the moderator not be biased.

DEFINITION: A Town Hall "is a public meeting at which a politician or official speaks about his or her policies and answers questions from members of the public."

- There are IMPARTIAL community members who would offer to ask the questions for and not charge the district.
- Trish McKowen was a television news reporter for many years and she has said she would take on this role as a moderator at no charge to the community and guarantees she would be impartial and fair.
- In addition, questions should be addressed to each trustee and Trustees Tonking and Noble should be asked equal amounts of questions.
- Since you have asked that questions be submitted in advance, they should be organized and divided evenly between all 5 Trustees.
- Final note, Trustees should have limits to their answers so everyone has equal amounts of time; no one Trustee should consume tons of time

Regarding the announcement of the new GM Magee on the IVGID website: The following is written:

"At their March 6 board meeting, the IVGID Board of Trustees expressed their unanimous support for Mr. Magee to assume the leadership role

within the District. “ This is false information and misleading to people who did not attend the meeting. The vote was not unanimous. It is your honorable duty to report the facts. Please change this immediately to state that the vote was 3 to 2.

On a positive note, it was good to hear about topics on the agenda that will improve facilities.

We also hope the new GM Magee will devote time focusing on employee morale which has been a serious problem since January of 2023. The community wants Employee morale to be addressed as a top priority for GM Magee. We ask him to prioritize this matter.

I ask you GM Magee, what is the most valuable asset of our Community? It's our employees and as you start your tenure with IVGID, I hope this is what is foremost in your mind every day!

Myles Riner, MD  
Valerie Ct, Incline Village

Today I would like to recognize Kate Nelson, IVGID's Interim Director of Public Works, and the staff of the Public Works Department for the amazing effort they put in to fix the water main break on March 1 that left our home and some 70 others on and off middle Tyner without water service just as the largest snow storm of the season hit the basin. This happened early that Friday morning, and caused several deep sink holes that left Tyner unpassable, and put gas and electric service at risk as well. The staff of Public Works, along with Southwest Gas and our local Sheriff's Department and the Washoe County Road Department responded as a team and had our service up and running by 2 pm and the sink holes temporarily filled in. This made it possible for snow plows to traverse the damaged road and clear our streets later that day. This event represented a major emergency that threatened our homes and potentially even our health, as this break could have isolated hundreds of homes at the worst possible time. You all deserve to be commended for your expeditious response under difficult conditions; and this action should remind all of us how important IVGID and these other agencies are to our ability to live and work in this community.

I especially want to commend Kate for her great work keeping the Public Works Department running efficiently since August, despite the recent loss of so many members of the IVGID leadership team, securing federal funding for the effluent pipeline and tank, and getting the whole project under construction after years of delays. She has done this despite micromanagement by some of the Trustees, and has received praise from every agency around. It is time for this Board to commend the real heroes of this district. The ones that keep it running and keep us and our homes secure. Thank you for making sure our aging infrastructure is being replaced and that our community will be safe in the future. We are grateful you are watching out for us.



Kristie Wells | March 13, 2024  
Incline Village resident

I did not plan to make a public comment tonight, but I have spent the last couple of days going through almost 200 pages of documents published in a public records request, and I found something that put me in this chair. ([PRR 24-12](#))

What I was looking for was "*copies of all of the communications between Interim Director of Finance Bobby Magee and Trustees as well as Magee's communications with the Audit Chairman Chris Nolet.*" I was curious about the discussions taking place around the forensic audit, and in these documents, I found something unexpected.

It seems Trustee Sara Schmitz has been colluding with Interim Director of Finance, Bobby Magee, to unofficially investigate an employee.

On November 8, 2023, the Director of IT, Mike Gove extracted a file from the Barracuda Email Message Archive labeled "AuditLog-01.23-11.08-SAH.csv" and emailed the file to Schmitz as well as Mike Bandelin, the Interim General Manager. The file contains the email search history of the Director of Administrative Services, Susan Herron. (<https://ivgid.nextrequest.com/documents/30468274>)

Three hours after Schmitz received this log, she forwarded it to Interim Director of Finance, Bobby Magee, accompanied by the note "Mike got it."

"Mike got it." That's weird. It is clear Schmitz and Magee were having conversations around Herron based on these three simple words as she did not need to explain what the file was when she sent it to him. But why? Why was Schmitz researching Herron's search history? And why would Schmitz send Herron's search history to Magee, the Interim Director of Finance? Herron does not report to him. What is Magee's interest in Herron's search activity? It is curious, and, suspicious.

I have included a screenshot to be attached to my comment. The original file can be found here: <https://ivgid.nextrequest.com/documents/30468947>

In what feels directly related, a couple of days later Herron was placed on paid administrative leave. IVGID then launched an investigation into this 20-year employee that lasted 3.5 months and cost this District 10s of 1000s of dollars ([PRR 24-02](#) and [PRR 24-33](#)). Herron has since been cleared of any wrongdoing and was able to resume her duties on February 26, 2024. Another investigation wasted the District's time and resources, and another employee's reputation that has been maliciously tainted.

Also, this is not all that I found. There were several emails that Schmitz sent to IVGID employees, as well as to Bandelin, where Schmitz included Magee in the BCC, meaning, no one on the email thread knew Magee was receiving the email at the time. Why the secrecy? If Magee was supposed to be part of the conversation, why not put him as a recipient?

Trustee Schmitz and newly minted General Manager Magee, as we were not able to meet before tonight's meeting, please explain yourself here. This activity seems well outside the bounds of both of your roles and could be perceived as harassment.

What were you looking for in Herron's email logs; and, are you doing the same to other employees? What are you two up to?

**From:** Sara Schmitz <trustee\_schmitz@ivgid.org>  
**Sent:** Wednesday, November 8, 2023 5:39 PM  
**To:** Bobby Maqee  
**Subject:** Fwd: Audit log from Barracuda Message Archive  
**Attachments:** AuditLog-01.23-11.08-SAH.csv

Mike got it.

Sent from iPhone.  
925-858-4384

---

**From:** Mike Gove <mag@ivgid.org>  
**Sent:** Wednesday, November 8, 2023 2:36:15 PM  
**To:** Sara Schmitz <trustee\_schmitz@ivgid.org>  
**Cc:** Mike L. Bandelin <MLB@ivgid.org>  
**Subject:** Audit log from Barracuda Message Archive

Sara,

Per your request, attached is a .csv file of the user audit log from the Barracuda's message archive.

Please let me know if you have any questions.

Thanks,

Mike

1  
2 INCLINE VILLAGE  
3 GENERAL IMPROVEMENT DISTRICT  
4 BOARD OF TRUSTEES  
5  
6  
7  
8  
9 TRANSCRIPT OF HEARING  
10 PUBLIC MEETING  
11 SPECIAL MEETING  
12 Live and Via Zoom  
13  
14 Held at the Boardroom  
15 893 Southwood Boulevard  
16 Incline Village, Nevada  
17  
18 Thursday, March 28, 2024  
19  
20  
21  
22  
23  
24 Reported by: Brandi Ann Vianney Smith  
25 Job Number: IVGID 32

1 APPEARANCES  
2  
3 **BOARD MEMBERS PRESENT**  
4 SARA SCHMITZ, CHAIR  
5 MATTHEW DENT, VICE CHAIR (via Zoom)  
6 MICHAELA TONKING, SECRETARY  
7 RAY TULLOCH, TREASURER (via Zoom)  
8 DAVE NOBLE, MEMBER  
9  
10  
11 **ALSO PRESENT**  
12 SERGIO RUDIN, LEGAL COUNSEL  
13 HEIDI WHITE, DISTRICT CLERK  
14  
15 -o0o-  
16  
17  
18  
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21  
22  
23  
24  
25

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1 Incline Village, Nevada - 3/28/2024 - 4:30 P.M. 4  
2 -o0o-  
3  
4  
5 (Audio starts at 6:04 p.m.)  
6 CHAIR SCHMITZ: Will you lead us in the  
7 pledge?  
8 A. PLEDGE OF ALLEGIANCE  
9 (Pledge of Allegiance.)  
10 B. ROLL CALL OF TRUSTEES  
11 CHAIR SCHMITZ: We'll continue with the  
12 roll call of trustees. I'll start with Trustee  
13 Tulloch online.  
14 TRUSTEE TULLOCH: Present.  
15 CHAIR SCHMITZ: Trustee Noble?  
16 TRUSTEE NOBLE: Here.  
17 CHAIR SCHMITZ: Trustee Tonking?  
18 TRUSTEE TONKING: Here.  
19 CHAIR SCHMITZ: And Trustee Dent will be  
20 joining us at roughly five o'clock. And then  
21 myself, Sara Schmitz, that makes a quorum of the  
22 Board.  
23 We will continue on with initial public  
24 comments.  
25

5

1 C. INITIAL PUBLIC COMMENTS

2 MR. NOLET: Good afternoon. Chris Nolet,

3 Incline Village resident and former IVGID Audit

4 Committee chair through February 26, 2024.

5 I want to address two matters tonight.

6 The first was discussed at the Town Hall last night,

7 that is staff retention. I understand that we are

8 now on our third controller in 15 months. If true,

9 it seems obvious to say that we need to take a new

10 approach to training and retaining this

11 professional.

12 One suggestion is to provide several weeks

13 of extensive, off-site, professional training

14 focused on, one, the controllership function, and,

15 two, U.S. GAP and GASB standards, which are the

16 basis of the District's financial statements.

17 The second matter I want to speak to

18 tonight relates to the false assertion that the 2023

19 financial statements are audited, quote/unquote. I

20 listened for over 90 minutes to Monday night's Audit

21 Committee meeting where the term "audited" was used

22 almost a dozen times. The reality is that the

23 current draft audit report from Davis Farr disclaims

24 an opinion on the financial statements and notes the

25 following, and I quote:

6

1 "We have not been able to obtain

2 sufficient appropriate audit evidence to provide a

3 basis for an audit opinion. There were numerous

4 mistakes in the accounting records. We are unable

5 to complete the other procedures, particularly over

6 revenues and expenses. We were unable to obtain

7 sufficient audit evidence supporting other amounts

8 in the financial statements."

9 The audit also noted, as did the Audit

10 Committee members Monday night, that other

11 additional adjustments are likely required in order

12 for the financial statements to be fairly presented.

13 The auditors also reported the District

14 did not maintain an effective system of internal

15 control for the year end of June 30, 2023, noting

16 two material weaknesses and one significant

17 deficiency. To have described these financial

18 statements to our community as audited, as agendized

19 and on the website tonight, is very misleading.

20 And lastly, we should all know and

21 recognize that it will be extremely difficult to

22 complete the audit, the 2023 audit, at a later date,

23 which will be a requirement before you can start the

24 2024 audit.

25 The dramatic stated disrepair of our

7

1 financial reporting systems is noted by our auditor

2 this month was left to us by Paul Navazio and Indra

3 Winquest last summer. While the current finance

4 leadership team has made significant strides to get

5 us far along, the path back to being able to produce

6 financial statements that are fairly presented,

7 let's not compound the current circumstances by

8 asserting that the June 30, 2023, financial

9 statements are audited when clearly they are not.

10 If you read the Davis Farr draft report, it couldn't

11 be more clear.

12 Lastly, I want to clarify, because these

13 kinds of questions come up, the fact that we get a

14 signed report does not mean the financial statements

15 are audited. If you look at what's online and you

16 look at what was handed out Monday night, it's a

17 complete, one hundred percent disclaimer.

18 Thank you.

19 MS. CARS: Good afternoon, Trustees.

20 Sara Schmitz' legacy looking at the facts.

21 In the last year and a half, you've turned down a

22 25.9 million donation from the Duffield Foundation,

23 the largest in District history. Turned down a

24 \$500,000 ice rink. Removed gold and silver card

25 holders and employee's access to the beach.

8

1 Dismantled the senior leadership team in less than

2 one year. Reversed your own decision that the GM in

3 IVCV and gave a two-year contract to a GM who

4 doesn't live in Washoe County full time, and who

5 will work remote part time. Will he be allowed

6 access to the beaches? Tossed out the opportunity

7 for the Board to dictate beach guests. Denied

8 resident elementary school children, whose parents

9 aren't parcel holders, access to the beach for

10 safety training, reversing a decades-old precedent;

11 the children have to go to Sand Harbor. The

12 micromanagement legacy is well known.

13 Is there anything you can do in the next

14 nine months to turn around some of these egregious

15 decisions?

16 The District is gutted of senior

17 management now. There are nine months before you

18 are off the board to rectify these gross infractions

19 against our community. Otherwise, your legacy will

20 be one of an ill-equipped and ill-prepared person to

21 be elected to a trustee position. The grossly

22 inappropriate misrepresentation of the job of a

23 trustee has been flushed out in realtime to the

24 incredulity of the community. It will take years to

25 rectify the ills of the majority of the Board --

9

1 Dent, Tulloch, and Schmitz -- for which you have  
 2 been the leader.  
 3           It pains me to say this, and I am sorry to  
 4 say this, but right now your legacy is how not to be  
 5 a trustee. You've shown a complete lack of  
 6 understanding of the community that you moved to.  
 7 I'm sorry to say this.  
 8           Thank you.  
 9           MR. CARS: Bill Cars, permanent resident.  
 10           Yesterday at the Town Hall, Trustees Noble  
 11 and tonking were asked: What's it like to be a  
 12 minority trustee?  
 13           In reality, the two minority votes are  
 14 basically ignored. Trustee Dent was bluffing, but  
 15 was well acting when he brought up the GM contract  
 16 as an example of cooperation. This was a 3/2 vote,  
 17 which could have been 5/0 by reducing the GM  
 18 contract to one year. Yet there was no reason for a  
 19 two-year contract. The new GM doesn't even need to  
 20 move to Incline.  
 21           Well, Trustees Schmitz' view that it'll  
 22 take at least two years to understand Incline,  
 23 that's simply not true. If he cannot manage well  
 24 after one year, he should not deserve a renewal.  
 25 Plus the three trustees managed to add a penalty

10

1 clause for next board, should the two-year contract  
 2 be terminated, and that is a one-year severance for  
 3 Mr. Magee.  
 4           No way was the GM contract an example of  
 5 trustee cooperation. It is an example of the  
 6 continued powerplay by three trustees to drive their  
 7 views to the exclusion of the two others. The last  
 8 vote by this board where there was a difference in  
 9 the three majority trustees was the Duffield  
 10 proposal. After that, all three were in lockstep.  
 11           So let's be clear, there's no cooperation  
 12 or attempts to meet in the middle with the minority  
 13 and majority trustees.  
 14           CHAIR SCHMITZ: For the record, Jack  
 15 Dalton.  
 16           MR. DALTON: 980 Cart Court, Incline  
 17 Village, 89451 9000.  
 18           I started going to the IVGID trustee  
 19 meetings. And what was interesting as I heard the  
 20 audit, quote, committees saying that Moss Adams, I  
 21 think was that time for the last two years; right?  
 22 I'm asking, Moss Adams was before Davis Farr? Am I  
 23 wrong? Davis Farr's always been the case? Right?  
 24 My hearing aid's on, I'm listening.  
 25           TRUSTEE TONKING: Heidi Baley.

11

1           MR. DALTON: Oh, Heidi Baley. It's the  
 2 same concept.  
 3           They had statements where there's certain  
 4 deficiencies, but that's okay. So now we have the  
 5 gang of three. Well, you wanted to say that the  
 6 Carr family says "gang of three" now, then I'll say  
 7 the gang of three before. Well, we're just going to  
 8 pass it by.  
 9           And one of the things that represented  
 10 that has not been discussed about the Board to tell  
 11 it like the '22 or '23, then initial stuff in '17  
 12 was like 17 to 20 million dollars for the effluent  
 13 pipeline. 1.5 to 3 for the pond.  
 14           So now we have the stuff where the  
 15 District, thanks to the gang of three prior, didn't  
 16 pay any attention to the audit. Now we have an  
 17 audit that's, quote, blamed on other people, that's  
 18 blamed on -- have to blame it on the prior board  
 19 where there was three to two. We can't have a  
 20 system that allows not to have an audit, which is  
 21 not necessarily the minority, and that's you,  
 22 Mr. Noble, that has not supported the audits as it  
 23 should be. Or you, Michaela, as it should be.  
 24           So thank you for the people that have been  
 25 involved in the audit that is now and has not been

12

1 completed.  
 2           So I don't know what is going to happen  
 3 tonight. I'm hoping that there's a way out that,  
 4 that we can have a test -- the stuff, the issues of  
 5 what the audit should be and verified.  
 6           Thank you.  
 7           CHAIR SCHMITZ: Online?  
 8           MR. DOBLER: Clifford Dobler, Incline  
 9 Village, Nevada.  
 10           On Monday, an Audit Committee meeting was  
 11 held to discuss the 2023 financials, which were  
 12 provided less than one hour before the meeting. The  
 13 external auditor provided a disclaimer and no  
 14 opinion would be expressed. Several reasons were  
 15 given.  
 16           Towards the end of meeting, however, I  
 17 believe Bobby Magee stated that the financials were  
 18 accurate. Hum?  
 19           At the meeting, my public comments  
 20 provided four items which were deemed inaccurate.  
 21 One was rejected because park expenses did not  
 22 become part of the general fund until fiscal 2025.  
 23 Over the past two days, I spent time reviewing the  
 24 42 pages, which were not numbered, and found ten  
 25 additional errors. I only have three minutes so I

13

1 will highlight a few.

2 Management is required to provide the

3 auditor with a GASB 34 statement on management's

4 discussion and analysis. This required statement

5 was never provided.

6 Our favorite punch card accounting in note

7 16, which is labeled incorrectly, states that

8 payments made with punch cards for beach access

9 exceeded all beach revenue other than the rec fee.

10 This, of course, would be impossible, as cash

11 payments and bar leases are part of the revenues.

12 In note 1 E, the policy on budgetary

13 accounting indicating the budget augmentations for

14 fiscal year were 14.7 million, of which the largest

15 was 24.4 million for the new Burt Cedar pool. The

16 pool only cost around 4 million.

17 To game the system there is an internal

18 service funds which tracks salaries and expenses for

19 the fleet, engineering, and facility personnel. A

20 hundred percent of these expenses must be billed to

21 the other revenues, resulting in no gain or loss.

22 For 2023, 3.3 million was billed with only

23 2.8 million, resulting in a half-a-million-dollar

24 loss? How were these expenses paid? Simple, borrow

25 from the general fund.

14

1 The Board must approve transfers from the

2 general fund to enterprise funds, but of course that

3 was not done. As result, including fiscal year

4 2021, billings for expenses of 600,000 have not been

5 done or else payments were made to staff to do

6 nothing and could not be billed.

7 As Trustee Schmitz pointed out at the

8 Audit Committee, punch card accounting should not

9 even exist. It exists because management has found

10 a way to illegally transfer funds from the community

11 service fund to the beach fund, thus depriving

12 residents without beach access to pay beach

13 expenses.

14 I discussed this with Trustee Tonking

15 about six months ago. She understood it, the phony

16 transactions, but apparently did nothing about it.

17 Now, Nolet is dead on: Davis Farr is

18 pulled out and they won't return and we are now in

19 search of --

20 (Expiration of three minutes.)

21 MATT: That was our only public comment

22 online.

23 D. APPROVAL OF AGENDA

24 CHAIR SCHMITZ: We'll move on to the

25 approval of the agenda. Do we have any changes or

15

1 recommendations for the agenda?

2 Hearing none, the agenda then moves

3 forward as published. Moving on to general

4 business.

5 E. GENERAL BUSINESS

6 E 1. Ivgid Audited Financial Statements

7 CHAIR SCHMITZ: I will hand it over to, I

8 believe, Adam or to General Manager Magee to discuss

9 the financial statements, the auditor's report, and

10 the report on internal control for the fiscal year

11 ending June 30, 2023. And we do have Jennifer Farr

12 online also.

13 MR. MAGEE: Thank you. So this item

14 tonight, as you heard a little bit in the public

15 comment, we brought this to the Audit Committee

16 on -- earlier this week. And those statements that

17 were presented to the Audit Committee were noted as

18 the draft audited financial statements,

19 specifically.

20 Staff has continued to work on finalizing

21 the items that are needed to complete the audited

22 financial statements, which ultimately we anticipate

23 turning over to the State in compliance with the NRS

24 sometime tomorrow.

25 We have a number of items that we have

16

1 continued to work on that are unaudited and end up

2 as part of what is know as the "ACFR," the Annual

3 Comprehensive Financial Report. So staff has

4 continued to work on items such as the management

5 discussion and analysis statical sections, the

6 management representation letter, and other items

7 that are required to be included as part of that.

8 And so we literally were working right up

9 until the deadline for the board meeting today, and

10 documents have been sent over to Jennifer Farr and

11 her team within the last hour, hopefully, completing

12 what she does need in order to issue a final opinion

13 that we can then submit the statements over to the

14 State.

15 With that, I'd like to turn it over to

16 Jennifer Farr for her verbal report.

17 MS. FARR: I actually have a short

18 PowerPoint presentation to facilitate the discussion

19 of audit results. We are at the end of road for the

20 audit for the fiscal year ended June 30, 2023.

21 I wanted to speak briefly about the timing

22 of the audit. I know all of you are aware of the

23 fact that the audit was delayed, but I wanted to go

24 over my understanding of the reasons for the delay.

25 First of all, there was implementation of

17

1 a new accounting system at the beginning of the  
 2 fiscal year so it went into effect in July of 2022,  
 3 and that new accounting system created some  
 4 difficulties in reconciling the accounts and closing  
 5 the fiscal year ended for June 30, 2023.  
 6 As you know, there's significant turnover  
 7 in the finance department, which created a backlog  
 8 of tasks and some challenges and a need to learn new  
 9 systems and processes.  
 10 The third reason is because when the audit  
 11 did get started in December, the books were provided  
 12 to us to audit; however the books were not exactly  
 13 closed and there continued to be numerous  
 14 corrections and adjustments proposed by the Davis  
 15 Farr team and the IVGID team continue to make  
 16 corrections to the numbers in the accounting  
 17 records. That made it difficult to audit because  
 18 it's kind of like a moving target.  
 19 Lastly, as you're ongoing, there's an  
 20 ongoing forensic due diligence investigation. We  
 21 had met previously and explained to you that I would  
 22 not be able to express an audit opinion until that  
 23 forensic due diligence investigation was completed.  
 24 It's my understanding that that is still ongoing,  
 25 which kind of led to the conclusions that we had to

18

1 reach in this year's audit report.  
 2 We have assembled a draft of the Annual  
 3 Comprehensive Financial Report. And I finalized  
 4 this presentation about a half an hour ago, so  
 5 there's been some changes to it since I've prepared  
 6 the presentation. But currently the draft that I  
 7 have assembled so far was missing the transmittal  
 8 letter, management's discussion analysis, and the  
 9 list of elected officials.  
 10 I've since then received the transmittal  
 11 letter, the management's discussion and analysis is  
 12 in review on our end. And I'm still pending the  
 13 list of elected officials, but I assume that's an  
 14 easy document to put together. I don't -- I  
 15 believe, certainly, by the end of day today or  
 16 tomorrow morning, we will have the full draft Annual  
 17 Comprehensive Financial Report.  
 18 **I'm not anticipating any significant**  
 19 **changes to the financial statements or the**  
 20 **footnotes. The only change from the current version**  
 21 **will be the -- related to that introductory section**  
 22 **of items noted there.**  
 23 **That kind of brings me to the auditor's**  
 24 **opinion. As mentioned in the public comments,**  
 25 **ultimately, because of the items discussed, we are**

19

1 **unable to obtain sufficient audit evidence to reach**  
 2 **a conclusion about whether or not the financial**  
 3 **statements are materially misstated. We are**  
 4 **planning to issue a disclaimer of the opinion, and**  
 5 **I've included the basis for disclaimer of opinion,**  
 6 **which is just an excerpt from the draft report, that**  
 7 **kind of talks about the issues that I discussed: the**  
 8 **accounting system and turnover in the finance staff,**  
 9 **and our inability to obtain sufficient audit**  
 10 **evidence in order to express an opinion.**  
 11 **I did want to -- there's been some**  
 12 **discussion about the report itself. I just did want**  
 13 **to clarify. What you will have is a set of**  
 14 **financial statements with an opinion letter that**  
 15 **says we disclaimed an opinion, but it will be an**  
 16 **Annual Comprehensive Financial Report, and that is**  
 17 **our intention to finalize and sign that tomorrow.**  
 18 **There are a couple of other communications**  
 19 **required by the auditors to those in governance.**  
 20 **There's two separate letters. There's a letter to**  
 21 **those in governance, and there's a letter of**  
 22 **internal control recommendations.**  
 23 **Per the letter to those in governance, we**  
 24 **communicated the implementation of a new accounting**  
 25 **standard related to subscription-based information**

20

1 **technology arrangements. We include in our letter**  
 2 **any known or likely misstatements that we believed**  
 3 **were immaterial, and because of that, they were not**  
 4 **reported as adjustments to the accounting records.**  
 5 **We also included a list of the material**  
 6 **misstatements detected during the audit process, and**  
 7 **because there were several misstatements, we just**  
 8 **included all of our -- all of the corrections that**  
 9 **had been made to the accounting records, and it's**  
 10 **included in the letter.**  
 11 And then we also communicated difficulties  
 12 encountered during the audit, which largely the  
 13 delay and the other reasons I previously mentioned  
 14 tonight.  
 15 The financial statements are comparable to  
 16 the prior year in terms of the types of disclosures  
 17 and the language that's in the financial statements.  
 18 I did want to point out that we added a new  
 19 statement for the subscription-based information  
 20 technology arrangements, which includes some  
 21 information about the accounting, essentially an  
 22 asset and a liability get reported for any  
 23 arrangements that you have for software or other  
 24 systems that extend out more than one year. So  
 25 you'll have an asset and what's called a "SBITA." A

21

1 SBITA's a payable that shows up as part of your  
2 long-term liabilities, and I've highlighted how that  
3 shows in the financial statement in footnotes below  
4 with the yellow highlight.

5           Lastly, I wanted to go over to internal  
6 control recommendations that are summarized in a  
7 separate letter. We have kind of a big overarching  
8 recommendation about journal entries detected during  
9 the audit. In a perfect world, the audit -- when  
10 you're done with the books and done with the  
11 year-end close, you're telling the auditors that you  
12 believe all the numbers are correct, then the  
13 auditor's job is to verify whether or not they  
14 believe that's true and whether or not the numbers  
15 are materially correct. Anytime we detect errors in  
16 the accounting records, we're required to  
17 communicate that to you as an area of weakness  
18 because the internal system did not detect those  
19 errors. You should not be relying on the auditors  
20 to detect those errors; you should have a system of  
21 internal controls to ensure accurate financial  
22 reporting.

23           The second issue was related to timeliness  
24 of financial reporting and account reconciliations,  
25 for example, bank reconciliations were not performed

23

1           MS. FARR: I'll let staff answer that  
2 question because I did not put the packet together.

3           CHAIR SCHMITZ: Jennifer, this ties to our  
4 conversation that we had at the Audit Committee, in  
5 your letter, the Independent Auditor's Report, in  
6 your disclaimer of opinion, you didn't adjust where  
7 the language about the forensic due diligence audit,  
8 it's still using the language of "forensic audit."

9           Would you be able to adjust that so it  
10 corresponds with the other communication letter that  
11 you put together?

12           MS. FARR: Yes. Definitely. And I'm  
13 sorry, I'm at a loss and don't know what version of  
14 the report you have, if you have the report from  
15 Monday?

16           CHAIR SCHMITZ: I'm going to hand it over  
17 to Mr. Magee to answer that question. The question  
18 is: Is this letter that we have in here the current  
19 and up to date because the language still uses the  
20 forensic audit as opposed to the forensic due  
21 diligence audit.

22           And is the communications that Ms. Farr  
23 was referencing -- and I believe we saw at the Audit  
24 Committee meeting -- is that included in this packet  
25 somewhere and I'm just not able to find it?

22

1 in a timely manner throughout the year, and the  
2 timeliness of not doing those reconciliations  
3 ultimately leads to the errors in the accounting  
4 records. Ideally, you're going to want to do your  
5 bank reconciliations within 30 days of the month  
6 end, and so that way if there are errors in that  
7 month, you're detecting them quickly and correcting  
8 the accounting records quickly.

9           Then lastly, although there was some  
10 improvements in the physical inventory observation  
11 performed that were during the year, we found that  
12 not all of the inventory areas were counted or  
13 subject to a physical count. Just a reminder that  
14 as you get closer to June 30, 2024, to make sure  
15 that all of the inventory is subject to a physical  
16 observation and adjustments are made as necessary.

17           With that, I'm going to stop sharing, and  
18 turn it back over to you for discussion.

19           CHAIR SCHMITZ: Jennifer, I'm not seeing  
20 in our packet here the letter that you've been  
21 referencing, and I believe it was included in the  
22 Audit Committee packet. Are we missing that  
23 component? Or is it here, and I'm just not seeing  
24 it? And the pages aren't numbered, so it makes it  
25 really difficult.

24

1           MR. MAGEE: So that letter was from  
2 Monday. I'm getting a text from staff right now  
3 that it has not been updated yet. They are working  
4 on that as we speak, actually.

5           That particular one has not been updated.  
6 I'm trying to get a copy of that for the Board that  
7 was included in the Audit Committee package.

8           CHAIR SCHMITZ: But wasn't that a letter  
9 from Davis Farr, and that Davis Farr was supposed to  
10 make the corrections? I am puzzled as to why staff  
11 would have been modifying that document.

12           MR. MAGEE: Oh, I see. This is --

13           The document is that missing out of the  
14 package, Jennifer, just so you're aware is the  
15 Independent Auditor's Report from Davis Farr.

16           (Inaudible cross talk.)

17           MR. MAGEE: Oh, the statement of Davis  
18 Farr's responsibility in the audit, and then the  
19 internal -- yeah.

20           TRUSTEE TONKING: And then Trustee Schmitz  
21 asked did they change the language to say "due  
22 diligence" right here.

23           MR. MAGEE: Got it. And then -- yeah, if  
24 I'm communicating this correctly, on the Independent  
25 Auditor's Report, under the section basis for



25

1 disclaimer of opinion, it refers to the forensic  
2 investigation when that should be a forensic due  
3 diligence audit. That was the change that was  
4 requested to be made.

5 MS. FARR: Yes. And that change will be  
6 made.

7 MR. MAGEE: Great. Thank you.

8 CHAIR SCHMITZ: What is -- in this  
9 outline, what is it that we reviewed on Monday that  
10 you had sent us? It was another communication  
11 letter, you referenced it here in your discussion,  
12 and I'm not seeing it. I'm wondering if it is in  
13 this material.

14 MR. MAGEE: No. Thank you. That's what I  
15 was -- apologies if I wasn't clear on that in my  
16 opening comments.

17 We've been working on that. I did receive  
18 it, and we've been working right up until the start  
19 of the board meeting. And actually staff is  
20 obviously multitasking and still working on it at  
21 this moment, but several updates have been made.  
22 There were a number of changes, typographical  
23 errors, dates, and things like that that were noted  
24 at the Audit Committee meeting, that I know Ms. Farr  
25 has already corrected and I've seen that, that

27

1 looking at the internal controls one. All of those  
2 corrective actions require a management response  
3 regarding the corrective action or planned to be  
4 taken.

5 Is management planning on doing that?

6 MR. MAGEE: Are we planning on responding  
7 to the question that was -- if I'm understanding  
8 what you're asking, yes, there will be a management  
9 response to each one of the items that Davis Farr  
10 has identified. Yes.

11 TRUSTEE TONKING: When can we expect to  
12 see that?

13 MR. CRIPPS: Once we have this document  
14 finalized -- we already have a pretty good handle on  
15 what deficiencies are already going to be stated in  
16 there, which General Manager Magee has already  
17 started the process, but as far as our written  
18 response to those, we should be able to produce  
19 those relatively quickly. I don't have an exact  
20 date, but it can be a very quick turnaround to that  
21 response.

22 TRUSTEE TONKING: A week? A month? Three  
23 days?

24 MR. CRIPPS: No. I would imagine a  
25 response can be taken care of within a week or two.

26

1 document.

2 But we were unable to get it into the  
3 Board's packet as supplement materials as we  
4 continue to work on that.

5 CHAIR SCHMITZ: Thank you for that  
6 clarification because she was referencing documents  
7 that we don't have to review or to look at, I will  
8 hand this over.

9 And would the record please show that  
10 Trustee Dent has joined.

11 (Noted at 7:02 p.m., Trustee Dent has  
12 joined the meeting.)

13 CHAIR SCHMITZ: I didn't identify what  
14 time, but he is online and he is going to remain  
15 remote for, I believe, the remainder of the meeting.

16 TRUSTEE TONKING: I guess I have a lot of  
17 more detailed questions, but to start just with some  
18 housekeeping.

19 In the letters that were given, so when we  
20 talk about the physical inventory or we talk about  
21 the bank recs, there's a section that asks for  
22 management response regarding corrective action  
23 taken or planned. Is management adding those  
24 responses now? Is that what's happening? I'm in  
25 the letter, Jennifer's correspondence letter. I'm

28

1 MS. FARR: Just to clarify the report,  
2 those letters require the response in order for me  
3 to finalize those letters.

4 TRUSTEE TONKING: Then I think they need  
5 to be part of it to be filed; correct?

6 MR. MAGEE: That's correct. We're going  
7 to have to get that done tonight or tomorrow  
8 morning. Absolutely.

9 TRUSTEE TONKING: I have a legal question.  
10 Are we allowed to say we received an incomplete ACFR  
11 and give that to the Department of Taxation?

12 MR. RUDIN: So you're allowed to receive  
13 anything. That much I can answer for certain.  
14 Whether you're allowed to give an  
15 incomplete ACFR to the Department of Taxation, I  
16 suspect the answer's also you're allowed to do that.  
17 Now, of course, they may be allowed to reject it.

18 TRUSTEE TONKING: I guess my question is  
19 can we say to the Department of Taxation we received  
20 the ACFR when we haven't received a complete ACFR?

21 MR. RUDIN: I'm just pulling up the  
22 provisions of Chapter 354 so I have them handy as  
23 I'm answering this question.

24 CHAIR SCHMITZ: While you're looking that  
25 up, can we allow Mr. Magee to just comment here

29

1 quickly?

2           Go ahead.

3           MR. MAGEE: So we have not communicated to

4 the Department of Taxation that we will be

5 submitting an ACFR. What they have shared with us

6 is they do understand that these will be audited

7 financial statements, the ACFR is still forthcoming.

8 There's a number of pieces of that that they

9 understand we will not have ready by tomorrow.

10           The audited financial statements, as long

11 as -- what they've shared with us, they will accept

12 that, and we would be in compliance with the NRS if

13 we are able to submit that by tomorrow.

14           CHAIR SCHMITZ: I just want to ask a

15 question of Ms. Farr. The Department of Taxation is

16 expecting audited financial statements. Does that

17 imply that you have to have an opinion? Because you

18 are stating you're not making an opinion. Have they

19 been audited? Does it meet the requirements of the

20 Department of Taxation?

21           MS. FARR: It's my understanding that the

22 Department of Taxation understands the language that

23 is going to be in the opinion. They understand it's

24 a disclaimer of opinion.

25           TRUSTEE TONKING: Just to continue with

30

1 that other question, what is the Department of

2 Taxation expecting to receive from us? So they are

3 only expecting to receive this packet I have in my

4 hand? Because that's what I would be saying that I

5 received.

6           MR. MAGEE: So, yes, what you see here is

7 what we will be submitting once it is in finalized

8 form by Davis Farr. This is still marked as draft

9 right here.

10           TRUSTEE TONKING: Yes. But there will be

11 nothing in addition to what is sitting right here in

12 my hand? Nothing with these letters that we don't

13 have -- I just want to understand what is going to

14 the Department of Taxation.

15           MR. MAGEE: Understood. Fair question.

16 The audited financial statements with the disclaimer

17 of opinion is what we are submitting to the State

18 tomorrow. They are understanding that we are going

19 to continue to work on what is ultimately going to

20 be the finalized and completed ACFR.

21           That will then be presented back to the

22 Audit Committee and then back to the full Board once

23 that has been finalized and is complete.

24           MR. RUDIN: Just to address your earlier

25 statement, we are supposed to receive the audit

31

1 report, that is supposed to be presented to the

2 Board. After it's presented to the Board, it is

3 supposed to include an opinion, an expression of

4 opinion on the financial statements. I think a

5 disclaimer of opinion is an expression of opinion.

6 Immediately after being presented to the Board, it

7 must be filed with the Department of Taxation, with

8 the management letter.

9           There are requirements for the Board to

10 consider any recommendations and to make statements

11 about whether or not you're -- let's see. There's a

12 general requirement for you guys to respond to

13 whether or not you're going to implement any

14 recommendations of the auditor.

15           And then to the extent that the audit is

16 deficient, there is a process by which the

17 Department of Taxation will review. If it believes

18 it doesn't comply with the requirements of Chapter

19 354, then they can issue a plan of correction, and

20 so the District would need to address that at that

21 point.

22           But, again, given the issues that are

23 raised in this particular report may not necessarily

24 warrant a plan of correction. That is the other

25 thing to remember aware of.

32

1           TRUSTEE TONKING: My other question, then,

2 is so we aren't submitting this right now with any

3 of management's letter; right? Because we have not

4 seen that.

5           MR. MAGEE: I would have to defer to

6 Jennifer Farr on that one, if that is allowable.

7 I'm not sure. I signed the management

8 representation letter within the last hour and sent

9 it over to her.

10           TRUSTEE TONKING: I guess where my

11 confusion is, my understanding is you were just

12 submitting what we can currently see. And all I can

13 currently see is in this packet, and so I have a

14 hard time -- and I don't mean to be causing ruckus

15 on this. I just have a hard time saying I received

16 something I didn't receive.

17           MR. MAGEE: Yes. Understood.

18           What we're intending to submit to the

19 State is as the audited financial statements.

20 That's it. I don't think we have to submit anything

21 else to them.

22           MR. RUDIN: And the management letter.

23           MR. MAGEE: The management letter is

24 required?

25           MR. RUDIN: Yes.

33

1 MR. MAGEE: Sergio, is that something that  
 2 Jennifer Farr can present on the screen at this  
 3 time? She does have a copy of it.  
 4 MR. RUDIN: I mean, if she has the  
 5 physical ability, yes, she can present it.  
 6 Again, the actual Chapter 354 requires  
 7 that you present the opinion findings of the auditor  
 8 to the Board, you have to present the audited  
 9 financials, and then after you've made that  
 10 presentation, all of that, together with the  
 11 management letter required by GAP has to be -- must  
 12 be filed as a public record with the county clerk  
 13 and the Department of Taxation.  
 14 CHAIR SCHMITZ: Thank you for that  
 15 clarification.  
 16 Do we want to display the management  
 17 letter? Does Ms. Farr have that capability to share  
 18 that on the screen? Our tech wizard is out of the  
 19 building.  
 20 MS. FARR: I can do that.  
 21 Draft report, draft ACFR, the last three  
 22 pages of it are the internal control letter. As  
 23 previously mentioned, there are two material  
 24 weaknesses.  
 25 One of them is journal entries detected

34

1 during the audit, and as mentioned, it is still  
 2 pending management's response to corrective actions  
 3 taken or planned.  
 4 The second one is timeliness of financial  
 5 reporting and account reconciliations that I  
 6 mentioned during my presentation. And the  
 7 recommendation was to allow management and the Board  
 8 of Trustees, with accurate and timely information,  
 9 to enable them to make informed decisions. The bank  
 10 reconciliations should be completed within 30 days  
 11 of month end. The District staff should reconcile  
 12 other assets and liability balances to subsidiary  
 13 listings on a monthly basis to ensure there are no  
 14 errors in the financial statements. This would  
 15 include reconciling receivables, payables, and  
 16 unearned revenue to supporting documentation.  
 17 Capital asset accounting should be reported and  
 18 reconciled throughout the year to ensure the  
 19 accuracy of the accounting records. And the  
 20 District should ensure their staffing and systems  
 21 are sufficient to allow for timely reporting to meet  
 22 State and other deadlines.  
 23 And, again, we'll need a comment regarding  
 24 corrective actions there, and then the significant  
 25 deficiency is related to the physical inventory

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1 observation, particularly of food and beverage  
 2 inventory.  
 3 CHAIR SCHMITZ: And the management letter?  
 4 MS. FARR: This is colloquially called the  
 5 management letter. It's the letter of internal  
 6 control recommendations.  
 7 CHAIR SCHMITZ: What is it that Mr. Magee  
 8 turned into you an hour ago that he and Mr. Cripps  
 9 signed? Do you have that document that you can  
 10 share?  
 11 MS. FARR: The management representation  
 12 letter?  
 13 CHAIR SCHMITZ: Yes.  
 14 MS. FARR: Yes. I can pull that up,  
 15 although that is not an item that would be submitted  
 16 the State Board of Taxation.  
 17 TRUSTEE TONKING: Is management adding in  
 18 those highlighted areas before you submit it, we  
 19 won't have seen those -- is that correct? -- that  
 20 has to be added in.  
 21 MS. FARR: Yes, that's correct.  
 22 TRUSTEE TONKING: And so we won't have  
 23 reviewed those; correct?  
 24 (Inaudible response.)  
 25 TRUSTEE TONKING: Okay. Great.

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1 A couple of questions, just one general  
 2 question about your statement, and then one for  
 3 Bobby Magee -- GM Magee. The first question I have  
 4 in terms of your opinion, what are some things that  
 5 you think from this situation that the Board needs  
 6 to be thinking of compared to prior years or is this  
 7 pretty consistent with what we've seen in  
 8 prior years?  
 9 MS. FARR: Maybe I'll ask you to explain  
 10 your question little bit. There's nothing --  
 11 TRUSTEE TONKING: Well --  
 12 MS. FARR: -- (inaudible) about the audit  
 13 opinion for this year.  
 14 TRUSTEE TONKING: I guess you're saying in  
 15 here you can't obtain sufficient audit evidence.  
 16 You can't -- you're unable to complete our  
 17 analytical review. There's all these other things  
 18 that you've stated. I understand the financial due  
 19 diligence audit was your lead cause then, really the  
 20 software transition, is that really what it is, and  
 21 so if we get that under control this will be looking  
 22 better? Or is there a lot of other factors we, as a  
 23 board, need to consider?  
 24 MS. FARR: There was four main factors  
 25 that I included on my presentation. One of them was

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1 the implementation of the accounting system that we  
 2 would hope that maybe that issue is already resolved  
 3 or on its way to be resolved. The second issue was  
 4 related to errors that were detected during the  
 5 audit process. I don't know if those errors are  
 6 related to the accounting system or the staffing  
 7 resources.

8 TRUSTEE TONKING: Okay. But it's related  
 9 to those four issues.

10 And then I guess my question to Mr. Magee  
 11 is what concerns do you have from the Department of  
 12 Taxation with the ability for them not to express an  
 13 opinion? What are some concerns you think would  
 14 come from the Department of Taxation?

15 MR. MAGEE: Obviously, this is not an  
 16 ideal situation. This is not where we wanted to be  
 17 at this point. I think that the Department of  
 18 Taxation has been very clear with us that they wish  
 19 to see what we have as of today. I think that's the  
 20 most important thing, this is where we're at of 5:17  
 21 on March 28, 2024.

22 I apologize to the Board that we do not  
 23 have the responses back to the items in question  
 24 that you saw highlighted. I absolutely believe that  
 25 it is our intention to agree with the auditor's

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1 recommendations, and that's what will be included in  
 2 the packet within the next, realistically, 23 hours  
 3 because that's how much time we have left to get  
 4 this over to the State.

5 Do I have concerns about the way the  
 6 opinion is phrased? Of course I do. I have  
 7 communicated that to the State, though, that this is  
 8 what we are expecting, and they have suggested to us  
 9 that they will accept it knowing that we are going  
 10 to continue to work on these things, not only on  
 11 this year's ACFR, but also moving forward, because  
 12 since I got here nine months ago, I have been  
 13 telling everyone, "Let's get it right moving  
 14 forward. We know that there are issues from  
 15 last year. We know that."

16 And so I've been very clear in my  
 17 communications with the State that this is what they  
 18 should expect to see.

19 MR. RUDIN: To supplement Bobby's answer,  
 20 to the extent that this is comforting, the statutory  
 21 requirements are that: You shall act upon the  
 22 recommendations of the report of audit within  
 23 three months of the receipt of the report, unless  
 24 prompter action is required concerning violation of  
 25 the law of regulation, by setting forth in

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1 your minutes your intention to adopt the  
 2 recommendations, to adopt them with modifications,  
 3 or to reject them for reasons.

4 So, you've got some time to digest the  
 5 report, for staff to figure out what recommendations  
 6 they're going to present to you regarding how you  
 7 address the issues that are identified in the  
 8 report.

9 TRUSTEE TONKING: Can you, Chair Schmitz,  
 10 make sure that gets on our long range calendar  
 11 sometime in the next 90 days?

12 CHAIR SCHMITZ: Absolutely.

13 And I just want to recognize when  
 14 Mr. Navazio of left the organization, the Tyler  
 15 conversion had not been successfully completed, we  
 16 did not have bank reconciliations for an  
 17 entire year, there was an entire year of work to  
 18 catch up on. And I think that to get to the point  
 19 where we are today, we need to acknowledge where we  
 20 started, and it was not in a good place on multiple  
 21 fronts.

22 To touch on the recommendations, we have  
 23 had multiple years of issues related to internal  
 24 controls. And only this year do we actually have an  
 25 engagement to address and put in place and review

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1 the internal controls. It's on our long range  
 2 calendar.

3 I think that finally we're actually  
 4 confronting the issues openly, honestly,  
 5 transparently, and we're taking action to ensure  
 6 that bank reconciliations are being done on time,  
 7 and that was -- basically I heard you say it was  
 8 completely redone because of all of the errors that  
 9 were discovered with the transition between the old  
 10 system and the new system.

11 So, let's recognize where we are, but  
 12 let's always recognize that we are in a -- we're on  
 13 solid ground to go forward with having improvements  
 14 to all of these things, including the ongoing  
 15 issue that we have had year over year, which is  
 16 concerns that have been expressed in our audits  
 17 related to internal controls.

18 I think that we have what we have in front  
 19 of us, and I appreciate the teamwork that was  
 20 involved between both Davis Farr and staff and even  
 21 the Baker Tilly group.

22 So, this is where we are. We need to  
 23 deliver to the State what the State is requiring.  
 24 And I believe everyone has worked very diligently to  
 25 get us to this point. It's not complete. We need

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1 to get on our long range calendar when we have all  
2 of the components of ACFR complete, because there  
3 are components that aren't required to be audited  
4 and that aren't being required at this moment by the  
5 State Department of Taxation.  
6 We will get that on our long range  
7 calendar. We have to do first things first. And  
8 this is the first thing, and we will continue to  
9 work on that. And there may be changes depending on  
10 what comes out of the due diligence audit. There  
11 may be some potential restatements of financials,  
12 but until that is identified, these are our audited  
13 financial reports.  
14 So, I just want to recognize the efforts  
15 that it's taken and the situation that Mr. Magee  
16 walked into August -- or July or August of  
17 last year.  
18 Are there any other comments, questions?  
19 TRUSTEE TULLOCH: Yes. I would echo these  
20 comments that you've made in terms of this. As just  
21 stated, General Manager Magee, our then Finance  
22 Director Magee, found complete shambles when he came  
23 in in terms of no reconciliations, the issues with  
24 the Tyler implementation, which many of us  
25 (inaudible) have stressed to the previous board on

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1 claiming to take have actually been executed at  
2 regular reporting to the Board upon the execution of  
3 these remedial actions.  
4 Unlike the last two years where we claimed  
5 we were remedial actions on things like the bank  
6 reconciliations, it was just on paper only, it was  
7 never actually done.  
8 So, yeah, I think let's be honest. This  
9 is far from our (inaudible) documents, but it's what  
10 we have to submit at this stage.  
11 CHAIR SCHMITZ: Any other comments?  
12 TRUSTEE NOBLE: I would strongly disagree  
13 with Trustee Tulloch's representation that the  
14 Department of Taxation is simply ticking off a box.  
15 I think they have been more than  
16 accommodating, and I very much appreciate the  
17 Department of Taxation providing the extensions that  
18 have been requested. And obviously they want to see  
19 where we're at this point, and that is what we're  
20 going to be providing with the understanding that  
21 there will be more coming forward.  
22 And I would just like to again appreciate  
23 what the Department of Taxation has done with their  
24 understanding of our situation at this time.  
25 TRUSTEE DENT: I appreciate your comments

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1 several occasions that were ignored.  
2 I think let's be honest about what we have  
3 here. We're under the gun to present something,  
4 anything basically, to the State Board of Taxation.  
5 It's -- there seems to be more concern to the State  
6 Board of Taxation to tick a box, to have something  
7 submitted, rather than wait for the actual corrected  
8 version. I think let's all be honest about it.  
9 What we're doing here is representing something  
10 that's as near as we can get to what their asking.  
11 I think there will still be lots of revisions  
12 required. It's -- we're meeting an arbitrary  
13 deadline, and what we're submitting is not something  
14 that we would normally like to submit.  
15 I think it's of particular concern that  
16 Jennifer Farr and Davis Farr and are not prepared to  
17 express any opinion. I think that's very telling in  
18 and of itself.  
19 In think with regard -- there's a question  
20 raised on what's going to happen with the  
21 remediation, the remediation matters and the staff  
22 responses to that. Those who were listening to the  
23 Audit Committee will know that I asked General  
24 Manager Magee to come up with a timetable to make  
25 sure that this year these actions that we're

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1 earlier, Chair. I think those are a great overall  
2 summary of where we've been and where we're going.  
3 I want to thank General Manager Magee for  
4 leading this effort over the last nine months to get  
5 us to where we are today. Although it's not perfect  
6 and we have a long way to go, it seems like we've  
7 corrected course. I appreciate everyone in the  
8 finance department, Mr. Cripps kind of running with  
9 this, and everyone involved in that process.  
10 I sat into the Audit Committee meeting on  
11 Tuesday, so I heard a lot of this up front.  
12 And last comment I'll just make is I do  
13 appreciate Trustee Tonking's comments as to -- and  
14 questions as to when are we going to have this  
15 turned in and what are they going to be submitting.  
16 In years past, things would get submitted that the  
17 Board didn't review, and I think it's important that  
18 we continue to ask those questions so we can correct  
19 that course and then didn't go down that path again.  
20 I have nothing further to add.  
21 TRUSTEE TONKING: I think my biggest  
22 concern is not being able to see all the pieces  
23 before we put it in. But I think for me as long as  
24 you inform us of something, if you disagree with one  
25 of those recommendations or something like that

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1 occurs, I think it's vital that you let us know  
 2 before that goes in.  
 3 I think the other thing is -- my other  
 4 concern is that then we get to sit down after you  
 5 get it all together and have a conversation on this,  
 6 because I think there's a lot of questions in  
 7 general.  
 8 You guys did get something, and I think  
 9 that's super important, so thank you. And thank you  
 10 for -- even though we are under the gun, we're going  
 11 to give them something, which we needed to do.  
 12 CHAIR SCHMITZ: I just wanted to add that  
 13 this situation that we were in, the Board was  
 14 completely blindsided. So it's clear that the Board  
 15 was never micromanaging the financial department  
 16 because we had no idea that bank reconciliations  
 17 weren't done, we had no idea how understaffed we  
 18 were when Trustee Dent and myself had been offering  
 19 and to bring it to the Board to ask for staffing.  
 20 I look forward to changes moving forward,  
 21 and changes that bring through transparency so that  
 22 another board is never blindsided like we were with  
 23 the situation with the Tyler conversion and the  
 24 situation with our financial, our monthly financial  
 25 reports.

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1 liaison, Chair Schmitz, and construction liaison,  
 2 Vice Chair Dent. You will be receiving the invites  
 3 for the remaining progress meetings.  
 4 The intent of the Public Works staff is to  
 5 be as transparent and open as possible throughout  
 6 the 30 percent design process for the Beach House.  
 7 We understand that this is an extremely important  
 8 asset to the community, and we want to do this  
 9 project right.  
 10 Our intent is to have the Board liaisons  
 11 attend the progress meetings and observe and bring  
 12 back any updates they feel important to the Board.  
 13 Each meeting will have an agenda item. At the end  
 14 of the meeting, that will be the opportunity for the  
 15 liaison to ask any questions or provide input. And,  
 16 again, any meeting updates and decision points  
 17 needed will be brought back in front of the entire  
 18 Board.  
 19 At this time, are there any questions,  
 20 comments, or concerns in that portion?  
 21 TRUSTEE DENT: I do not have any questions  
 22 or comments at this time. I think -- I did have a  
 23 call earlier this week with Ms. Nelson. And with  
 24 that, I think it's just important that we make sure  
 25 the schedule that is presented to the Board, we stay

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1 Are there any other comments?  
 2 Seeing none, we will close out that agenda  
 3 item and move on.  
 4 E 2. Beach House Construction  
 5 1. Verbal report  
 6 CHAIR SCHMITZ: Receiving a verbal report  
 7 on the board-appointed liaisons to construction and  
 8 to beaches for the Beach House construction and  
 9 access projects; and receiving the recommended scope  
 10 of work for the Incline Beach House and access  
 11 project.  
 12 We will hand this over to to Ms. Nelson.  
 13 This portion of the agenda is on pages 6 through 8  
 14 of the board packet.  
 15 MS. NELSON: I'm going to provide a verbal  
 16 update on the Beach House project. We've received  
 17 quite a bit of interest on the Beach House progress  
 18 meetings, and we appreciate the interest from the  
 19 Board.  
 20 However, we can't allow more than two  
 21 Board of Trustees to be at the meeting because we  
 22 don't want to create a quorum. It's been determined  
 23 that the best course of action is to follow the  
 24 previously appointed liaisons to the beach and to  
 25 construction, and those liaison are the beach

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1 to that schedule, we don't want to see it creeping,  
 2 and we've talked about that.  
 3 As we move forward, I will update the  
 4 Board as need be.  
 5 CHAIR SCHMITZ: Any other questions or  
 6 comments?  
 7 I have one question, and that is -- last  
 8 night I had mentioned it as well -- is that on the  
 9 original schedule that you had provided in a prior  
 10 board packet, it referenced having public input  
 11 meeting on April 30th. Is that still something that  
 12 the Board should get on our calendar, April 30th,  
 13 and would we be doing that at The Chateau?  
 14 MS. NELSON: We're envisioning that it  
 15 will be at The Chateau. April 30th is a about date.  
 16 We will work with The Chateau to see when it's  
 17 available, and then we'll announce that is actually  
 18 set.  
 19 But it will be around that time frame.  
 20 CHAIR SCHMITZ: Are you planning to bring  
 21 schematics, drawings, things like that? Is that  
 22 what you're planning to bring so that we can share  
 23 it with the public and get public input at that  
 24 time?  
 25 MS. NELSON: I think what we definitely

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1 will have is we'll outline the programming that's  
 2 been developed for the building, a general idea of  
 3 where in space it will be located, at the bare  
 4 minimum.  
 5 CHAIR SCHMITZ: Any other questions or  
 6 comments?  
 7 Seeing none, we will close that agenda  
 8 item.  
 9 MS. NELSON: There's a second part. That  
 10 was just the verbal report.  
 11 E 2. Beach House Construction  
 12 2. Direction and recommended scope of  
 13 work  
 14 MS. NELSON: I am going to just provide  
 15 some update on the Beach House because it kind of  
 16 leads into what we're asking of the Board.  
 17 Public Works staff has already conducted  
 18 four meetings since the approval on February 28th.  
 19 Those meetings have been held on March 1st, 4th,  
 20 3rd, and the 18th. They've consisted of a kick-off  
 21 meeting and meetings between the contractor, the  
 22 permitting consultant, the A & E team, the kitchen  
 23 designer, and District staff stakeholders. The  
 24 future progress meetings have been set for April 8,  
 25 15, 29, May 13, and 29.

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1 As part of those meetings, it is been  
 2 determined that the access project needs some  
 3 definition, and it's staff recommendation that we  
 4 move forward with utilizing RFID technology for both  
 5 the vehicle and pedestrian access.  
 6 We went back to a couple of the board  
 7 meetings previously and kind of have conflicting  
 8 Board direction, and that's why we came back with  
 9 this our recommendation. If the Board would like to  
 10 see something different, now is your opportunity.  
 11 The consultants need this direction so we are able  
 12 to get the budget that we're shooting for for April  
 13 15th.  
 14 If the Board has any questions about the  
 15 access or any differing opinions, then we're here to  
 16 hear those.  
 17 TRUSTEE TONKING: I just have one quick  
 18 question. Is this going to be -- I guess it's  
 19 more -- can they divide the cost of what this RFID  
 20 looks like? I'm guessing it's a more costly  
 21 investment, and so I just want to be aware of what  
 22 that costs. Is that possible?  
 23 MS. NELSON: You want a specific line item  
 24 for the RFID access?  
 25 TRUSTEE TONKING: If possible, if that's

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1 something they can do, that would be great.  
 2 TRUSTEE DENT: I mean, I guess one thing  
 3 to consider when we are dividing the costs, is there  
 4 a part of -- I just don't know, I think we might  
 5 need to be a little more clear on what we're  
 6 actually dividing. As we know up at ski, we  
 7 purchased a dozen or more RFID printers. And so I  
 8 don't know if we're buying specific printers just  
 9 for the beach or some of those printers get involved  
 10 or what, but if we do break out that cost  
 11 separately, it would be good to know what exactly  
 12 that all includes.  
 13 TRUSTEE NOBLE: I guess my question is  
 14 with regards to the gated entry, is staff  
 15 recommending both people and vehicle access based on  
 16 previous Board discussions or do you believe that it  
 17 is appropriate to have?  
 18 The reason why I'm asking, I'm questioning  
 19 whether or not we need RFID access for vehicles  
 20 because I can see that being problematic with snow,  
 21 other things, vehicles getting stuck in there, and  
 22 wondering if that's also going to drive up the costs  
 23 tremendously by having vehicles come in versus just  
 24 people.  
 25 I can't make an informed decision whether

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1 or not that's appropriate to do both without any  
 2 more information on what that might entail,  
 3 especially from a cost perspective and from a  
 4 practical perspective.  
 5 MS. NELSON: I'll have Hudson, who worked  
 6 with the LSC consultants on the access project, come  
 7 up and maybe address some of those questions.  
 8 MR. KLEIN: Just so I'm clear, you are  
 9 just looking for a distinction between the  
 10 recommendation for both a vehicle and pedestrian  
 11 gate as opposed to just a pedestrian gate?  
 12 TRUSTEE NOBLE: Yes.  
 13 MR. KLEIN: On an automated access entry?  
 14 TRUSTEE NOBLE: Yes.  
 15 MR. KLEIN: Mainly where this stems from  
 16 was our understanding of having year-round access  
 17 for residents that visit the beach by vehicle for  
 18 potentially accessible reasons, that's what's  
 19 driving the recommendation for the gates.  
 20 We do acknowledge your comments that there  
 21 could be operational issues. I think everyone needs  
 22 to be pretty up front about that, that power  
 23 outages, eventually there will be maintenance  
 24 failure that would be expected, not on a regular  
 25 basis, certainly, but across the lifetime of the

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1 gate. That's a very realistic outcome.  
2 And the other -- that pretty much is where  
3 the recommendation for the vehicle gate comes from,  
4 relative to the pedestrian gate, that's to allow,  
5 you know, we can close off the vehicle access. At a  
6 minimum, the pedestrian gate provides access to the  
7 beach year around in an unstaffed, say, protected  
8 set up.  
9 Does that answer your question?  
10 TRUSTEE NOBLE: I guess when you start to  
11 add vehicle access and all the moving parts with  
12 that, how much more does -- from a cost perspective,  
13 how much more expensive and complicated does the  
14 project become?  
15 MR. KLEIN: I wouldn't be comfortable  
16 giving you a number right now. Certainly, it's  
17 going to be in a six figure at a minimum, I would  
18 say, but I couldn't put a price on that not, I'm not  
19 familiar enough with those gates at this stage.  
20 Relative to the complexity of it, it's  
21 probably not substantially larger, other than it  
22 might -- if we go forward with the vehicle, it will  
23 dictate the horizontal layout, the orientation of  
24 the circulation to get vehicles both in with gate  
25 access or if rejected or don't have access to the

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1 such. My question is what are we actually achieving  
2 with RFID? And (inaudible) it's pretty easy with  
3 RFID cards as well.  
4 MR. KLEIN: I suppose to answer that,  
5 again this isn't really my area of expertise here,  
6 but there's an opportunity for those entrances to be  
7 cameraed, so anytime an RFID was triggered, the  
8 camera can automatically be switched on so you would  
9 have an opportunity to at least, admittedly  
10 retrospectively, review what was happening. And  
11 you're running the risk, of course, of one person  
12 with a card in the gate and maybe a car full of  
13 clowns coming in with them. The only way that could  
14 be mitigated in realtime is a staffing option.  
15 It's certainly something more than  
16 nothing, but by no means is it a lockdown, hundred  
17 percent security solution. I don't really think  
18 that exists in practical terms, but the RFID does  
19 offer some improved security measures to current, at  
20 least.  
21 TRUSTEE TULLOCH: Understood.  
22 When we use RFID cards in the ski  
23 business, we do also have somebody checking. We  
24 have somebody checking the standards to make sure it  
25 is the correct RFID that's used or the correct user

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1 access to the beach, to be able to exit.  
2 It's -- that's probably among the easier  
3 parts of the puzzle to solve, you could say.  
4 There's not a great deal, it might increase that  
5 civil cost by a certain margin.  
6 Again, I wouldn't speak to that just yet,  
7 but it would be noticeable.  
8 TRUSTEE TULLOCH: I'm going to shock the  
9 audience here. I'm going to half agree with Trustee  
10 Noble on some of this.  
11 Hudson, did you just say it's a six-figure  
12 cost?  
13 MR. KLEIN: That's a guess for both  
14 because you have to have both entering automated  
15 gate and an exiting automated gate as well in order  
16 to provide that continuous restricted access.  
17 Again, not knowing exactly where the costs  
18 lay, by the time you have the two of them in and the  
19 underground infrastructure to support those  
20 operational gates, I'm suspecting it will  
21 comfortably crest a six-figure mark.  
22 TRUSTEE TULLOCH: My next question is for  
23 security, does RFID actually provide any securities  
24 in this sense, since it's basically anybody that  
25 gets a card can use it? There's no real controls as

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1 of it.  
2 I'm just wondering, given -- echoing  
3 Trustee Noble's thoughts there, the extensive cost  
4 of this, how much we're actually improving or  
5 whether we're just -- I hate to use the word again,  
6 but whether this is just another shell solution.  
7 TRUSTEE TONKING: I wanted give my  
8 thoughts on this because I have to leave in  
9 five minutes. I just wanted to say the reason I  
10 agree with Trustee Tulloch on his last statement,  
11 especially that I'm not sure it's really solving the  
12 problem that needs to solved at an expense cost.  
13 So, that's just my concern with it and that's my  
14 voice on the matter.  
15 Thank you guys for putting this together.  
16 TRUSTEE NOBLE: With regards to the RFID  
17 access, I don't think at this point -- my position  
18 would be that we would not pursue that at Incline  
19 and Ski Beach access points.  
20 CHAIR SCHMITZ: I will disagree with every  
21 single trustee because we have a problem, and we  
22 have a problem that we have to solve. And the  
23 problem that we have that we have to solve is people  
24 accessing our restricted access beaches, and we  
25 don't staff them in the wintertime, and specifically



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1 Incline Beach and Ski Beach are the ones that get  
 2 hit hardest and all you have to do is go down there  
 3 on a beautiful weekend or a holiday.  
 4           And I think that we need to hear from our  
 5 community, and we need to hear from our residents.  
 6 Because I hear from many of our residents, and I  
 7 think I forwarded something to you that I had  
 8 received is that our residents don't want to be gate  
 9 monitors in the winters, and our residents don't  
 10 particularly like non-residents coming to Ski Beach  
 11 with their dogs. They would like to enjoy it  
 12 because these are beaches that are for our residents  
 13 and for our residents' use. And oftentimes the  
 14 people who are using it, they don't know the rules.  
 15           I was down today and there was an  
 16 ambassador trying to chase somebody off with their  
 17 dogs on Incline Beach. Dog's aren't allowed there.  
 18 They don't know that.  
 19           I think that we really need to solicit  
 20 input from our community to understand how important  
 21 is it to have our restricted access beaches more  
 22 controlled so that our residents can enjoy those  
 23 beaches, even in the off season.  
 24           So I think that it's something that needs  
 25 to be evaluated. I think that we need to do that

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1 I think maybe community outreach solution was the  
 2 issues that would come when people can't access  
 3 their beach, because it is also their beach.  
 4           So, I think Hudson brought up a lot of  
 5 great ideas too of issues that could lead them to  
 6 not being able to access their beach with RFID, and  
 7 so I think we really need to weigh both the  
 8 accessibility, because it is the community's beach,  
 9 as well as how do you restrict that.  
 10           I just want to pull the counter argument  
 11 to what you had said.  
 12           CHAIR SCHMITZ: And it's a problem that  
 13 you first have to identify what are all the possible  
 14 solutions and what might be the downfalls of various  
 15 solutions.  
 16           TRUSTEE DENT: I'm just a little confused  
 17 about where this -- we're going with this direction.  
 18 It's my understanding, last summer, we gave  
 19 direction to staff and authorized spending money to  
 20 install a gate so we can actually start to monitor  
 21 the beaches and restrict access to those that are  
 22 supposed to be on the beaches. But now it sounds  
 23 like we're reversing that but in a roundabout way,  
 24 and so I'm a little bit confused about this whole  
 25 process.

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1 with potentially some additional community input  
 2 because it has been an ongoing issue, and it's been  
 3 an issue we've talked about with special legal  
 4 counsel.  
 5           Incline Beach and Ski Beach seem to be the  
 6 two beaches that are most impacted, and it's  
 7 probably because of their proximity to the Hyatt and  
 8 the great parking that's over at Aspen Grove and the  
 9 knowing that there's a dog park there.  
 10           I feel that we need to take a step back  
 11 and understand that we do have a problem, and if  
 12 RFID is not the solution, then what is the solution?  
 13 We had talked about staffing, potentially staffing  
 14 those beaches in the wintertime, but that comes as a  
 15 cost too. And it makes for more staff because  
 16 Diamond Peak needs staff in the wintertime also,  
 17 there's more competing of having staff, and those  
 18 booths are not winterized, so there are other costs  
 19 to other alternatives.  
 20           And I think that we need to recognize that  
 21 we do have a problem, and we need to identify what  
 22 potential solutions are.  
 23           TRUSTEE TONKING: I was just going to say  
 24 the other problem that was given to us in public  
 25 comment when we had this conversation last time, and

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1           And I think we do need to learn more.  
 2 Some of the -- Mr. Klein had mentioned some of the  
 3 concerns with it, but as we know, any powered,  
 4 battery -- electronically powered system always has  
 5 a backup. Obviously there can be a mechanical  
 6 failure, and will that happen from time to time?  
 7 Sure. Will that happen a couple of times in the  
 8 life of this? Will a gate be left open? Sure. You  
 9 can't really stop these things. You can't stop  
 10 someone from putting clowns in the back of their car  
 11 and driving in. I don't have any issues if someone  
 12 puts clowns in their car and comes into the beaches.  
 13           There's a lot of ways you can get around  
 14 this whole process of allowing people in, but if  
 15 we're just going to continue to leave our beaches  
 16 open, I think we should have a real agenda item to  
 17 discuss that and not have a roundabout way to the  
 18 direction the Board gave at a prior meeting.  
 19           CHAIR SCHMITZ: I'm going to turn it back  
 20 to you. Go ahead.  
 21           MS. NELSON: I just want to caution the  
 22 Board that if you would like to go out for  
 23 additional surveys and community input, we would  
 24 respect that, it will slow down the Beach House  
 25 project. This is a key part of the project to get

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1 right, so we can't move forward with developing the  
 2 budget for access side of the project, we can't put  
 3 that in the CIP budget, so our consultants would  
 4 then be on hold for the access portion. They could  
 5 still move forward on the Beach House, however there  
 6 might be an instance where something is not going to  
 7 align correctly if that's it.

8 I just want to make sure you're aware of  
 9 that.

10 CHAIR SCHMITZ: My question is, because I  
 11 think this does tie back to some comments that were  
 12 made specifically with Trustee Tonking wanting to  
 13 know a bit of cost benefit analysis. So if that is  
 14 the desire of the Board, is to -- if the RFID is a  
 15 possible solution to -- we would have to go forward  
 16 to get a cost estimate so that we could make an  
 17 informed decision to determine what are the  
 18 benefits, what are the risks, what are the  
 19 alternatives.

20 So I would think that it would be to move  
 21 forward with that in order to obtain that  
 22 information so that then we can evaluate it and  
 23 determine whether we want to actually go forward  
 24 with the expenditure. I think that would be not to  
 25 just say we're not going to do it. I think we

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1 should move forward so that we can evaluate doing  
 2 it.

3 MS. NELSON: Would you want the  
 4 consultants to move forward with looking at both,  
 5 the RFID and the manning of gates, as part of their  
 6 budget development?

7 CHAIR SCHMITZ: I think that that would  
 8 take staff. I believe that the Board had asked the  
 9 Director of Parks and Rec last summer about some of  
 10 what are the costs. I think that she was already  
 11 working on putting some information together. As  
 12 opposed to paying a consultant to do it, I think  
 13 staff would be able to give us that information.

14 MS. NELSON: I'm speaking of the  
 15 construction side. I'm looking at there's a cost to  
 16 put in a RFID access, but there's also a cost to  
 17 manning the gate 24 hours or all year long. We  
 18 would have to winterize and do improvements to the  
 19 gate house.

20 We're looking at it from what it's going  
 21 to impact on the construction side. Of course, we  
 22 would need staff's input on the operation side.  
 23 Then you would have a complete package, I would say.

24 CHAIR SCHMITZ: I'm sort of reading into  
 25 what you're saying. With the egress/ingress

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1 recommendations, the likelihood is is that the  
 2 location of these booths is probably going to  
 3 change, and with that, it means constructing new  
 4 booths; correct?

5 MS. NELSON: Um-hum.

6 CHAIR SCHMITZ: So that's the question.  
 7 And I think that my feeling is, and I'm just one  
 8 trustee, that even if we had an RFID gate, I would  
 9 think that during the busy summertimes, we would  
 10 probably opt to have staff there because, I would  
 11 assume, it would be efficient to get people in in an  
 12 efficient manner. I think we would still need to  
 13 have those booths, even if we had RFID gates, we  
 14 would need to have some sort of a booth for  
 15 coverage.

16 I would think that should be part of the  
 17 design.

18 TRUSTEE DENT: I would agree with that.  
 19 When you're talking about winterizing the booths,  
 20 you're adding some insulation and a small heater to  
 21 it. It's maybe a thousands bucks for one of those  
 22 booths to be insulated and a little heater put into  
 23 it. There's some electronic that goes to it, I  
 24 understand there's more to it, but it's a small  
 25 cost. And, regardless, it sounds like we're going

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1 to have booths for a while.

2 I think as we're reworking the entrance,  
 3 we need to have a different path to consider, and  
 4 really the add-on of RFID is really simply just an  
 5 add-on. It seems like during that process, you're  
 6 putting in some trenching, you're adding on the  
 7 technology, but we're going to be buying new gates,  
 8 potentially, it sounds like, regardless of which way  
 9 we go.

10 And so I think we kind of need to see both  
 11 paths to be able to decide if this is something we  
 12 should move forward with for the community or, no,  
 13 let's scale this portion down and do something else.

14 CHAIR SCHMITZ: Is this clear direction  
 15 and is the Board comfortable with the direction  
 16 being given to staff?

17 MS. NELSON: I just want to recap here.  
 18 From the contractor perspective, we're  
 19 going to evaluate -- we'll have to keep the booth  
 20 and evaluate separately what that entails, as well  
 21 as incorporating that into the RFID axis.

22 Then from staffing's perspective, they'll  
 23 come up with the operational costs of manning the  
 24 booths full season versus what they do currently.  
 25 Anything else?

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1 CHAIR SCHMITZ: I think you did a good job  
 2 of summarizing. If there are questions, feel free,  
 3 Trustee Dent is the construction liaison, and I'm  
 4 sure he can fill in any gaps.  
 5 That does finally close out that agenda  
 6 item. We will move on.  
 7 E 3. Review, Discuss, and Approve:  
 8 1. Granite CMAR contract  
 9 2. Jacobs construction agreement  
 10 CHAIR SCHMITZ: It is on pages 9 through  
 11 67 of the board packet. It is a CMAR construction  
 12 agreement for Granite Construction and also a  
 13 potential approval for a contract with Jacobs  
 14 Engineering.  
 15 MS. NELSON: At the Board of Trustees  
 16 meeting on February 28th, the Board directed us to  
 17 pursue the execution of the CMAR agreement with  
 18 Granite Construction for the effluent storage tank.  
 19 The main points that were different than the CMAR  
 20 agreement for the effluent pipeline is that the CMAR  
 21 fee was to remain at ten percent and that Granite  
 22 had no share of the risk register. Those items were  
 23 updated in the contract.  
 24 We also issued a supplementary contract  
 25 this morning that included Exhibit B of that

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1 contract, and that was basically the federal cost  
 2 cutters and all of the funding-type documentation  
 3 that needed to be included.  
 4 We were waiting for the Army Corps to just  
 5 buy off on that and make sure that we had everything  
 6 in there, as well as the fully executed information  
 7 on Granite's side. That's you have there.  
 8 We also have in this item the Jacob's  
 9 Construction Administration Services contract, which  
 10 is basically their contract to review any requests  
 11 for information, submittals, do periodic  
 12 inspections, and is what -- they're needed to  
 13 perform as being the engineer of record for the  
 14 project.  
 15 Jeff with Silver State Law has reviewed  
 16 and approved the CMAR contract, just an FYI. Are  
 17 there any questions?  
 18 CHAIR SCHMITZ: Any questions?  
 19 Hearing none from them, I want both of you  
 20 to know that Trustee Tonking has departed from the  
 21 meeting.  
 22 TRUSTEE DENT: I have no questions at this  
 23 time.  
 24 CHAIR SCHMITZ: I have a question for  
 25 legal counsel, and maybe something just to point out

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1 to my fellow trustees, is on page 73 of the board  
 2 packet, this contract is a time and materials  
 3 contract. It does not include a rate schedule as  
 4 part of the addendums to this amendment.  
 5 However, staff has indicated, they went  
 6 back and researched and indicated that there is a  
 7 rate schedule, a time and materials rate schedule  
 8 that was part of a different addendum.  
 9 But going forward, I feel that when we  
 10 have things that are time and materials that we  
 11 should have the time and materials schedule  
 12 included, even as an addendum, so that we're certain  
 13 that there is one. Because it wasn't referenced  
 14 that the time and materials schedule was in a  
 15 different addendum.  
 16 That's on page 73, item number 4 at the  
 17 top of the page saying that the time, it's going to  
 18 be billed on a time and materials basis, but there's  
 19 no rate schedule that is included.  
 20 Then I have question for counsel on the  
 21 next page, page 74, in task 1.  
 22 (Inaudible cross talk.)  
 23 CHAIR SCHMITZ: Page 2 of the agreement,  
 24 compensation, number 4, time and materials. We  
 25 don't have a schedule or schedule that is

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1 referenced.  
 2 Then on page 3 of the agreement, I have a  
 3 question for legal counsel, and that is in task 1,  
 4 1.1, the very first paragraph, this is a scope of  
 5 work that is defining what the contractor is to do.  
 6 And in this first paragraph, it's states: These  
 7 things shall be performed by the contractor or  
 8 IVGID. It's says "by the contractor or IVGID."  
 9 I don't want to get into a situation where  
 10 there's finger pointing because this is supposed to  
 11 be a scope of work for the contractor, not for  
 12 IVGID. So I'm not sure whether this language is to  
 13 imply that the contractor is to be directed by  
 14 IVGID, because that would be more clear if that's  
 15 what the intention is, but to have a task that  
 16 something is done by a contractor or IVGID can lead  
 17 to ambiguity and finger pointing.  
 18 So, I'm wondering if that needs to or  
 19 should be clarified?  
 20 MS. NELSON: I can address part of this  
 21 work. Basically, construction job drawings,  
 22 samples, submittals are all developed from the  
 23 contractor and generally delivered to IVGID, and  
 24 then we'll send it over to Jacobs for their review.  
 25 I think that's the part -- Jacobs is not providing

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1 the shop drawings, they are not providing the  
 2 samples or submittals. That is on the contractor to  
 3 do.  
 4           And then for our tracking purposes, we  
 5 make sure that we log everything in, and then send  
 6 it to Jacobs. They review it, approve it, and issue  
 7 any questions, clarifications that are needed.  
 8           CHAIR SCHMITZ: What you're saying here is  
 9 the use of the word "contractor" is not implying  
 10 Jacobs, it's implying --  
 11           MS. NELSON: It's implying Granite.  
 12           CHAIR SCHMITZ: -- someone else. So does  
 13 that need to be clarified? I'm just looking at it  
 14 from an English perspective, and it's unclear. And  
 15 having a scope of work that is, perhaps, unclear  
 16 isn't in the best interest of the District.  
 17           MS. NELSON: And I look at it from the  
 18 professional engineering standpoint, and that's  
 19 standard language.  
 20           CHAIR SCHMITZ: So "contractor," in this  
 21 exhibit with Jacobs, is meaning Granite  
 22 Construction?  
 23           MS. NELSON: Correct. Yes.  
 24           CHAIR SCHMITZ: That's my only question.  
 25           The other thing that I would just like us

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1 not to use is the terminology of "guaranteed maximum  
 2 price," because this guaranteed maximum price has  
 3 increased now, I think, three times. It's not a  
 4 guarantee. At what point does it become a guarantee  
 5 maximum price? Is it now?  
 6           So prior to this, it's been a little  
 7 misrepresented that it's a guarantee maximum price  
 8 because it keeps changing.  
 9           MS. NELSON: Thank you for that  
 10 perspective because I have not heard that, but just  
 11 when you said that, it should be a proposed  
 12 guaranteed maximum price until we get to this point.  
 13           TRUSTEE TULLOCH: I don't have questions  
 14 about the contract. Obviously, I've gone through it  
 15 with the team before.  
 16           I think I would like to point out that we  
 17 have -- it's a very small gain, perhaps, but we have  
 18 now established a new sealing on the CMAR price.  
 19 Over the last couple of contracts, due to our  
 20 negotiations, we've brought it down from 14, it's  
 21 now at 10 with no other parts to that.  
 22           I think that, at least, starts setting  
 23 some precedent.  
 24           MR. RUDIN: Yeah. So, I mean, that is  
 25 just a proposal, and section 3., I think it's 1 1 of

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1 the contract says, "Granite's responsible for  
 2 performing the work," and it's discussing contract  
 3 or responsibilities. Yeah, "Construction manager  
 4 shall provide all labor, materials, equipment,  
 5 services necessary to complete the work in  
 6 accordance with the requirements of the contract  
 7 documents." Full stop.  
 8           CHAIR SCHMITZ: That's the contract with  
 9 Granite. I'm talking about the contract with  
 10 Jacobs.  
 11           MR. RUDIN: Okay.  
 12           CHAIR SCHMITZ: There's separate  
 13 contracts.  
 14           MR. RUDIN: I'm looking at 3 2.  
 15           TRUSTEE NOBLE: Ms. Nelson, given your  
 16 experience and the language in the contract, it is  
 17 clear to you what the duties and responsibilities  
 18 are for each entity that's involved in this project?  
 19           MS. NELSON: Yes, it is.  
 20           TRUSTEE NOBLE: Thank you.  
 21           CHAIR SCHMITZ: I'm asking if it's clear  
 22 to legal counsel?  
 23           MR. RUDIN: Yeah, in terms of task 1 1 in  
 24 the Jacobs' agreement, really, that sentence where  
 25 it says, "It's going to be performed by contractor

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1 and/or IVGID," it just means Jacobs is not going to  
 2 be responsible for doing it.  
 3           CHAIR SCHMITZ: With that, would anyone  
 4 care to make a motion?  
 5           TRUSTEE NOBLE: I would move that we  
 6 accept recommendations 1, 2, and 3 as they appear in  
 7 item E 3 of our meeting notice for this evening.  
 8           CHAIR SCHMITZ: A motion's been made. Is  
 9 there a second?  
 10           Trustee Tulloch, just so you know, Trustee  
 11 Dent has dropped, and Trustee Tinking is not here.  
 12           TRUSTEE TULLOCH: I'll second the motion.  
 13           CHAIR SCHMITZ: Motion's been made and  
 14 seconded. We still have a quorum of the Board here,  
 15 present, so all those in favor, please state aye.  
 16           TRUSTEE NOBLE: Aye.  
 17           TRUSTEE TULLOCH: Aye.  
 18           TRUSTEE DENT: (See Trustee Dent's vote,  
 19 page 77, line 1.)  
 20           CHAIR SCHMITZ: Aye.  
 21           Motion passes, 3 to 0.  
 22           Moving on -- thank you very much for all  
 23 of your effort on this. We're finally going to get  
 24 this completed. How exciting. It's been a long  
 25 time in the making.

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1 F. BOARD OF TRUSTEES UPDATE  
 2 CHAIR SCHMITZ: We don't have Trustee Dent  
 3 or Trustee Tonking here. I would suggest that we  
 4 just go do a trustee update when we have the  
 5 complete Board here at our next meeting. Is that  
 6 acceptable? Okay.  
 7 G. FINAL PUBLIC COMMENTS  
 8 MS. CARS: I want to address the gates,  
 9 which I really oppose for numerous reasons, but  
 10 nobody has even mentioned the backup on Lakeshore  
 11 Boulevard and the backups into parking lots. And I  
 12 know that backup would go right by your house, Sara.  
 13 I think that it's a bad idea to have the gates, and  
 14 I think it's a much better idea and, I think, could  
 15 be cost effective to winterize booths.  
 16 And we may do a survey of people in the  
 17 community to see their opinions on it, but that's  
 18 something that you need to really think about.  
 19 I think that -- I understand, I've been  
 20 told numerous times that Trustee Dent is planning to  
 21 leave the District after he's no longer on the Board  
 22 to move back to Santa Cruz. I don't know if that's  
 23 true or not. If that is true, I think he should not  
 24 be on the beach committee, and a trustee is that is  
 25 going to be here should be moved to the beach

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1 past issues with former employees, it doesn't  
 2 ingratiate you with current employees and future  
 3 employees. You don't need to continue to state  
 4 what's happened in the finance departement and the  
 5 staffing in the past. I think it's very important,  
 6 if you like to stay positive and focus on  
 7 positivity, that you focus on the work that's done,  
 8 and also just start realizing every time you make  
 9 those kind of statements, it has a deep impact, not  
 10 a positive one, on staff.  
 11 Thank you very much.  
 12 CHAIR SCHMITZ: Any pubic comments online?  
 13 MS. KNAAK: Yolanda Knaak, full-time  
 14 Incline Village resident.  
 15 I just wanted to let people know that I  
 16 did use my RFID cards today, and they worked fine.  
 17 And I do agree with Sara Schmitz in that at Burt  
 18 Cedar beach, in the wintertime, frequently we have  
 19 people who are not residents. We frequently have  
 20 dogs that are not booth patrol, and the problem with  
 21 that is -- I did one, a bad experience this last  
 22 winter where a dog not that was not booth patrol and  
 23 he bit my dog, and that was kind of a freaky thing  
 24 that happened.  
 25 And then frequently get to the Burt Cedar

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1 committee. That's, again, my only opinion.  
 2 And I also think that the work on the  
 3 Beach House is the most important thing, not having  
 4 the gates, because the Beach House is really what  
 5 brings the community together and is important for  
 6 the community.  
 7 Thank you.  
 8 MATT: Chair, just before the public  
 9 comment, Matt Dent was able to rejoin.  
 10 MS. WELLS: Kristie Wells. I didn't  
 11 prepare anything, but I just want to kind of comment  
 12 on some of the things I heard tonight.  
 13 First is, I second with Ms. Cars. I think  
 14 the RFID gates is an expense that's not needed. I  
 15 think you're trying to solve a problem that doesn't  
 16 actually really exist. And I do think it's  
 17 essential that you survey the community in its  
 18 entirety, and that's not through a FlashVote; that  
 19 is every parcel owner in the IVGID, in the IVGID  
 20 territory, to make sure that we all have a voice in  
 21 this process because we will all be here for 10 to  
 22 30 years, battling this RFID tech. And I'm in tech,  
 23 and I'm still against this tech.  
 24 Anyways, I am also just -- I would  
 25 encourage, Trustee Schmitz, every time you reference

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1 Beach, another problem is there are dogs that are  
 2 not booth patrol, and they happened to be German  
 3 Shepherds and I have to be really careful because  
 4 I've had German Shepherds attack my dog.  
 5 I think that Sara's right that during the  
 6 wintertime, it's a big advantage to having this kind  
 7 of access, restricted assess for the beaches rather  
 8 than have anyone come in there.  
 9 As far as people bringing other friends, I  
 10 don't have an issue with that, if they have friends  
 11 that come, neighbors that come with them, and they  
 12 don't have their RFID cards, I don't have a problem  
 13 with them coming in. What I have a problem with is  
 14 people that don't live here and that are not our  
 15 guests coming during the winter.  
 16 The other thing is when a car leaves the  
 17 Burt Cedar Beach, it doesn't necessarily have to be  
 18 RFID card. You could put in those metal spike  
 19 things that you can drive out but you can't drive  
 20 in.  
 21 Anyway, thank you very much.  
 22 CHAIR SCHMITZ: Do we have any other  
 23 public comments?  
 24 MATT: We do not at this time.  
 25 CHAIR SCHMITZ: Seeing none, we will --

1 TRUSTEE DENT: Chair, I just wanted to --  
 2 I was a part of the last vote when you said it was a  
 3 3/0 vote. I just could not get unmuted. I had to  
 4 text Matt to unmute me after I got disconnected.  
 5 But I just want the record to reflect that  
 6 I was in support of the last item we voted on.  
 7 CHAIR SCHMITZ: Thank you for that.  
 8 Are we able to change the record, then,  
 9 and say it was a 4/0 instead of 3/0.  
 10 MR. RUDIN: Yeah, believe so. Technical  
 11 issue.  
 12 CHAIR SCHMITZ: Yes. Thank you, Trustee  
 13 Dent.  
 14 H. ADJOURNMENT  
 15 CHAIR SCHMITZ: With that, we adjourn  
 16 tonight's meeting and 6:15 p.m. Thank you to  
 17 everyone for listening in and participating. Thank  
 18 you.  
 19 (Meeting adjourned at 6:15 p.m.)  
 20  
 21  
 22  
 23  
 24  
 25

1 STATE OF NEVADA )  
 2 COUNTY OF WASHOE ) ss.  
 3  
 4 I, BRANDI ANN VIANNEY SMITH, do hereby  
 5 certify:  
 6 That I was present on March 28, 2024, at  
 7 the Board of Trustees Special Meeting, via Zoom, and  
 8 took stenotype notes of the proceedings entitled  
 9 herein, and thereafter transcribed the same into  
 10 typewriting as herein appears.  
 11 That the foregoing transcript is a full,  
 12 true, and correct transcription of my stenotype  
 13 notes of said proceedings consisting of 78 pages  
 14 inclusive.  
 15 DATED: At Reno, Nevada, this day of 31st  
 16 day of March, 2024.  
 17  
 18 /s/ Brandi Ann Vianney Smith  
 19  
 20 BRANDI ANN VIANNEY SMITH  
 21  
 22  
 23  
 24  
 25

# INVOICE

**BAVS SM-LLC**  
brandiavsmith@gmail.com  
United States

**BILL TO**  
**Incline Village General Improvement District**  
Susan Herron / Heidi White

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 32

**Invoice Date:** April 1, 2024

**Payment Due:** April 28, 2024

**Amount Due (USD): \$818.00**

Items	Quantity	Price	Amount
<b>Base fee</b> March 28, 2024, BOT special meeting	1	\$350.00	\$350.00
<b>Per page fee</b> March 28, 2024, BOT special meeting	78	\$6.00	\$468.00

**Subtotal:** \$818.00

**Total:** \$818.00

**Amount Due (USD): \$818.00**

Sara Schmitz Legacy.. *Looking at the FACTS*

In the last 1/1/2 year :

- Turned down *a million* 25.9 donation from Duffield foundation, largest in district history
- Turned down ice rink, \$500,000
- Removed gold and silver card holders and employees access to beach
- Dismantled senior leadership team in less than one year
- Reversed her own decision that GM live in IV/CB and gave 2 year contract to GM who doesn't live in WC full time and will work remote p/t. Will he be allowed access to the beaches?
- Tossed out opportunity for the Board to dictate beach guests
- denied resident elementary school children whose parents aren't parcel holders access to beach for safety training...*✓*reserved a decades old precedent...children had to go to Sand Harbor
- Your micromanagement legacy is well known

Is there anything you can do in the next 9 months to turn around some of these aggregious decisions

The District is gutted of senior management right now.

*10/2*



You have 9 months before you are off the board to rectify these gross infractions against our community. Otherwise, your legacy will be one of an ill equipped and ill prepared person to be elected to a Trustee position.

The grossly inappropriate misinterpretation of the job of a Trustee has been fleshed out in real time to the incredulity of the community. It will take years to rectify the ills of the majority of the board - Dent, Tulloch, and Schmitz for which you have been the leader.

It pains me to say this and I am sorry to say this but Right now your legacy is how not to be Trustee. You have shown a complete lack of understanding of the community that you moved to.

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**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee, District General Manager

**FROM:** Kate Nelson, Interim Director of Public Works

**SUBJECT:** Review, Discuss and Approve the Agreement for Services for Painting the Interior of the Château - 2023/24 Capital Improvement Project; Fund: Community Services; Division: Facilities; Project #3350BD1505 - Paint Interior of Château; Vendor: Tahoe Workz, Inc., in an Amount Not to Exceed \$16,745.00. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

**LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

**BUDGET INITIATIVE(S):** The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Capital Planning Multi-Year Capital Planning Policy 12.1.0; Purchasing Policy for Goods and Services 21.1.0

**DATE:** April 10, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Approve the Agreement for Services with Tahoe Workz, Inc. for the Amount Not to Exceed \$16,745.00; and,
2. Direct the Interim Director of Public Works to Sign and Execute the Agreement.

**II. BACKGROUND**

The Château was built in 2006 and while the upper and lower floors were painted five years ago, the upper floor interior walls are in need of repair and repainting.

The Grille, banquet rooms and hallways have had heavy use due to events. This project proposes to repaint the building's interior upper floor. The proposed work is consistent with the Board's Policy 12.1.0, in reference to maintaining existing facilities. In accordance with Board Policy 3.1.0. Subsection 0.4, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District's FY 2023/24 Carry-Forward Capital Improvements Expense Budget within the Facilities budget.

### **III. BID RESULTS**

The Public Works Buildings Division solicited bids for this work in January 2024 from three qualified local contractors. Two responsive proposals were received: Tahoe Workz (\$16,745) and Blue-Collar Legacy LLC. (\$35,500); GE Painting did not respond.

The proposed Agreement with Tahoe Workz is included in ATTACHMENT A.

### **IV. FINANCIAL IMPACT AND BUDGET**

At the Board of Trustees meeting on October 25, 2023 (Item G.4), the Fiscal Year 2023/24 approved budget to reflect carry-forward of available appropriation in support of ongoing capital improvement projects was approved. This project is included under Fund: Community Services; Division: Facilities; Expense Project #3350BD1505 Paint Interior of Château with an approved budget of \$40,500. All unused funds will remain within fund balance.

### **V. ALTERNATIVES**

The Board of Trustees may defer or decide not to move forward with the recommendation and the upper floor of the Chateau will remain in its current condition.

### **VI. COMMENTS**

The Agreement between the District and Tahoe Workz has been reviewed and approved by District Legal Counsel.

### **VII. BUSINESS IMPACT/BENEFIT**

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

### **VIII. ATTACHMENTS**

1. ATTACHEMENT A - Agreement - Chateau Interior Painting- Tahoe Workz

### **IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

**SHORT FORM CONSTRUCTION CONTRACT  
BETWEEN INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
and  
TAHOE WORKZ, INC.  
for  
CONSTRUCTION SERVICES**

**1. PARTIES AND DATE.**

This Contract is made and entered as of April 11, 2024 by and between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a Nevada general improvement district (“District”) and Tahoe Workz, Inc., a domestic corporation (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing construction services relating to the repainting of the interior of the Chateau Community Center, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of Nevada, and that it is familiar with the plans of District.

2.3 Project. District desires to engage Contractor to render such services for the repainting of the interior of portions of the Chateau (“Project”) as set forth in this Contract.

2.4 Project Documents. Contractor has obtained, and delivers concurrently herewith, all insurance documentation, as required by the Contract. By reference herein, Contractor agrees to review and comply with the District’s Ordinances and *Standard Specification for Public Works Construction* (the “Orange Book”).

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Contractor’s Proposal 168272, dated February 20, 2024 (Exhibit A)

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified in Section 3.7 of and pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibit attached hereto and incorporated herein by reference.

The Work is generally described as follows: Repainting the interior of specific areas of the Chateau, located at 955 Fairway Blvd., in Incline Village, Washoe County, Nevada

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition

or deletion is approved in writing by a valid change order executed by the District. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the District may direct the Contractor to proceed with the performance of the change on a time and materials basis.

### 3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract by May 17, 2024 ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibit A attached hereto, or may be provided separately in writing to Contractor.

3.3.2 Force Majeure. Neither District nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor's exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Contractor and District recognize that time is of the essence, and that District will suffer financial and other losses if the Work is not completed in the Contract Time, as may be modified by mutual agreement of the parties. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by District if the Work is not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay to District two hundred fifty dollars (\$250.00) for each working day beyond the Contract Time that the Work is not completed, without an extension of time approved by the District in writing. If District recovers liquidated damages for a delay in completion by Contractor, such liquidated damages are District's sole and exclusive remedy for such delay, and District is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Contract.

3.3.4 Hours of Work. Working hours, including equipment "warm up," shall occur between 8 a.m. and 5 p.m. Monday through Friday. Work may occur on weekends, with prior approval of District.

### 3.4 Standard of Performance; Performance of Employees.

3.4.1 Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the Contract Documents and the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees, and its subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any

required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.4.2 Contractor's warranty and guarantee hereunder excludes defects or damage caused by abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or normal wear and tear under normal usage.

3.4.3 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:

- a. Observations by District's representative;
- b. Recommendation by District's representative or payment by District of any progress or final payment;
- c. The issuance of a certificate of substantial completion by District's representative or any payment related thereto by District;
- d. Use or occupancy of the Project or any part thereof by District;
- e. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by District's representative;
- f. Any inspection, test, or approval by others; or
- g. Any correction of defective work by District.

### 3.5 Correction Period.

3.5.1 If, within one year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by District or permitted by laws and regulations is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions:

- a. Repair such defective land or areas; or
- b. Correct such defective work; or
- c. If the defective work has been rejected by District, remove it from the Project and replace it with work that is not defective, and
- d. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

3.5.2 If Contractor does not promptly comply with the terms of District's written instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges

of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

3.5.3 In special circumstances where a particular item of equipment is placed in continuous service before substantial completion of all the Project, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

3.5.4 Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Section 3.5, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

3.5.5 Contractor's obligations under this Section 3.5 are in addition to any other obligation or warranty. The provisions of this Section 3.5 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

3.6 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. For all work as described in Exhibit A, Contractor will be paid a lump sum of **Sixteen Thousand Seven Hundred Forty-Five Dollars (\$16,745.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.7.2 Payment of Compensation. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized invoice indicating the amount of Work completed since commencement of the Work or since the last progress payment. The Contractor shall certify that the Work for which payment is requested has been done. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. Invoices shall be sent to [ap@ivgid.org](mailto:ap@ivgid.org).

3.8 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

3.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all labor requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of Nevada subject to certain provisions of the NRS. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a quasi-municipal corporation are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.9.1 By executing this Contract, Contractor acknowledges that it is aware of District's Ordinance 1, the Solid Waste Ordinance, and specifically Section 4.5. thereof, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

3.10 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license.

3.11 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain.

3.12 Dispute Resolution.

3.12.1 Contractor and District hereby agree to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150, under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

3.12.2 The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

3.12.3 District and Contractor are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help District and Contractor reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.



3.12.4 District and Contractor shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

3.12.5 In the event that a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the District or Contractor fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either District or Contractor may then initiate judicial proceedings by filing suit. District and Contractor will share the cost of mediation equally unless agreed otherwise.

3.13 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District.

3.14 Indemnification.

3.14.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District or the District's agents, servants, or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons.

3.14.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

### 3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

a. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of Nevada and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the State of Nevada. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Contractor to waive its right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

b. Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Contractor to waive its right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

c. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

d. All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, employees, agents and authorized volunteers.

3.15.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its officials, employees, agents and authorized volunteers.

3.15.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed to do business in Nevada, and satisfactory to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.7 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

3.15.9 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.15.10 Compliance with Coverage Requirements. If at any time during the life of the Contract, any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may terminate this Contract for cause.

3.16 Bond Requirements.

3.16.1 Payment Bond. Not applicable.

3.16.2 Performance Bond. Not applicable.

3.16.3 Bond Provisions. Not applicable.

3.17 Employee/Labor Certifications.

3.17.1 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.17.2 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.18 General Provisions.

3.18.1 District's Representative. The District hereby designates Kate Nelson, P.E. or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or her designee.

3.18.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District,

shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval. Contractor's Representative is Gabriel Rodriguez.

3.18.3 Termination. This Contract may be terminated by District at any time, either with or without cause, by giving Contractor three (3) days' advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

3.18.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

3.18.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:** Tahoe Workz, Inc.  
P. O. Box 3586  
Incline Village, Nevada 89450  
Attn: Carl Kurashewich III, President

**DISTRICT:** Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, Nevada 89451  
Attn: Anthony Ansotegui

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18.6 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.18.7 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.18.8 Controlling Law. This Contract shall be interpreted in accordance with the laws of the State of Nevada.

3.18.9 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.18.10 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.18.11 Conflict of Interest. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.18.12 Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.18.13 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.18.14 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.18.15 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.18.16 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project or other projects.

**IN WITNESS WHEREOF**, the Parties have entered into this Contract as of the day and date of the year first set forth above.

**OWNER:**  
**Incline Village GID**  
**Agreed to:**

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

Kate Nelson, P. E.  
Interim Director of Public Works

\_\_\_\_\_  
*Date*

**Reviewed as to Form:**

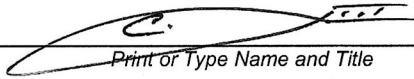
\_\_\_\_\_  
Sergio Rudin  
District General Counsel

\_\_\_\_\_  
*Date*

**CONTRACTOR:**  
**Tahoe Workz, Inc.**  
**Agreed to:**

By: CARL Korashewich III

\_\_\_\_\_  
*Signature of Authorized Agent*

  
\_\_\_\_\_  
*Print of Type Name and Title*

03-11-2024

\_\_\_\_\_  
*Date*

**EXHIBIT A**

**CONTRACTOR'S PROPOSAL DATED FEBRUARY 20, 2024**



Tahoe Workz Inc

NV License 0089312

P.O. Box 3586

# Estimate

Date	Estimate #
2/20/2024	168272

Name / Address
IVGID Andrew Ansotegui 893 Southwood blvd Incline Village, NV 89451

Description	Total
<p>PROPERTY ADDRESS: 955 Fairway Blvd. "The Chateau", Incline Village, NV 89451</p> <p>PREP TO INCLUDE:</p> <ol style="list-style-type: none"> <li>1. Mask off all areas not to be painted to protect from any overspray and drips.</li> <li>2. Cover all items including carpeting, flooring, cabinets, furniture, etc. to protect from any overspray.</li> <li>3. Remove and replace all faceplates as needed.</li> <li>4. Remove and/or cover any light fixtures as needed.</li> <li>5. Caulk and/or spackle all holes as needed.</li> <li>6. Fix small drywall patch on ceiling in lobby.</li> </ol> <p>PAINT TO INCLUDE:</p> <ol style="list-style-type: none"> <li>1. All walls in common areas (hallway, entry, front desk) are to be painted with a high quality interior finish.</li> <li>2. All walls in main conference room (closest to the entrance of building) are to be painted with a high quality interior finish.</li> <li>3. All door jambs in common areas are to be painted with a high quality interior finish.</li> <li>4. All walls in kitchen and conference room (at the back of the building) are to be painted with a high quality interior finish.</li> </ol> <p>*EXCLUDED: Ceilings</p> <p>*See payment terms below</p>	16,745.00
Balance due upon completion.	<b>Total</b> \$16,745.00

Accepted: \_\_\_\_\_

**PAYMENT OPTIONS:**

- Mail to P.O. Box 3586, Incline Village, NV 89450
- Hand deliver to 910 Incline Way #14, Incline Village, NV 89451
- ZELLE - tahoeorkz@gmail.com
- VENMO @tahoeorkz - IMPORTANT: add 3% to the total
- Credit card - IMPORTANT: add 3% to the total

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee, District General Manager

**FROM:** Kate Nelson, Interim Director of Public Works

**SUBJECT:** Review, Discuss, and Approve the Agreement for Services for Replacing the Mountain Golf Course Cart Barn Roof - FY 2023/24 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #3299BD2201; Vendor: Kodiak Roofing & Waterproofing Co, for an Amount of \$37,725. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

**LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

**BUDGET INITIATIVE(S):** The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Capital Planning Capital Project Budgeting Policy 13.1.0; Purchasing Policy for Goods and Services 21.1.0

**DATE:** April 10, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Approve the Agreement for Services with Kodiak Roofing and Waterproofing Co. in the amount of \$37,725; and,
2. Authorize Staff to Execute Change Orders for Additional Work if required up to Approximately 10% of the Agreement for Services in the amount not to exceed \$3,800; and,
3. Direct the General Manager to sign and execute the Agreement.

## **II. BACKGROUND**

The cart barn roof at the Mountain Golf Course has reached the end of its useful life, and can no longer be repaired with patching and other minor repair methods. The current roof is an asphalt torch down roof and is leaking regularly during precipitation events. The roof will be replaced with a PVC roof material having a design life of 20 to 30 years and requiring minimal maintenance.

The recommended work by Kodiak Roofing & Waterproofing Co will be completed as soon as the weather allows. Public Works Staff anticipates this will occur in May 2024 with completion prior to June 30, 2024 as per the agreement.

## **III. BID RESULTS**

The Public Works Buildings Division solicited bids for this work in January 2024 from three qualified contractors. Two responsible proposals were received: Kodiak Roofing & Waterproofing Co (\$37,750) and Heritage Roofing (\$41,725); Aspen Roofing declined to submit a bid.

The proposed Agreement with Kodiak Roofing & Waterproofing Co is included in ATTACHMENT A.

## **IV. FINANCIAL IMPACT AND BUDGET**

At the Board of Trustees meeting on May 25, 2023 (Item G.7 and G.9), the Board appropriated a total of \$100,000 for this project (CIP # 3299BD2201). The proposed agreement has a lump sum total of \$37,725 and is within the available approved project budget. In addition, Staff is recommending authorization to approve up to approximately 10% of the contract amount for change orders if required. Once the existing roofing material is removed, unforeseen compromised roof sheathing may be uncovered and require replacement as an example of an unforeseen condition requiring a change order to the Agreement.

## **V. ALTERNATIVES**

A no-action alternative accepts the current roof and the related issues with regular leaking and on-going maintenance repairs.

## **VI. COMMENTS**

The Agreement between the District and Kodiak Roofing & Waterproofing Co has been reviewed and approved by District Legal Counsel.

## **VII. BUSINESS IMPACT/BENEFIT**

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

## **VIII. ATTACHMENTS**

1. ATTACHMENT A - 2024-04-11 SFA - Kodiak Roofing - MGO Cart Barn Roof Repairs

## **IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**



**SHORT FORM CONSTRUCTION CONTRACT  
BETWEEN INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
and  
KODIAK ROOFING & WATERPROOFING CO.  
for  
CONSTRUCTION SERVICES**

**1. PARTIES AND DATE.**

This Contract is made and entered as of April 11, 2024 by and between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a Nevada general improvement district (“District”) and KODIAK ROOFING & WATERPROOFING CO., a domestic corporation (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing construction services relating to roof repairs and replacement, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of Nevada, and that it is familiar with the plans of District.

2.3 Project. District desires to engage Contractor to render such services for the reroofing of the District’s Mountain Golf Course Maintenance Building/Cart Barn (“Project”) as set forth in this Contract.

2.4 Project Documents. Contractor has obtained, and delivers concurrently herewith, all insurance documentation, as required by the Contract. By reference herein, Contractor agrees to review and comply with the District’s Ordinances and *Standard Specification for Public Works Construction* (the “Orange Book”).

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work and Compensation Schedule (Exhibit A)

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified in Section 3.7 of and pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and

incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference.

The Work is generally described as follows: reroofing of the District's Mountain Golf Course Maintenance Building/Cart Barn, located at 690 Wilson Way in Incline Village, Washoe County, Nevada

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the District. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the District may direct the Contractor to proceed with the performance of the change on a time and materials basis.

### 3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract by June 30, 2024 ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibit A attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Contractor and District will mutually agree in writing on a date upon which the Work will be commenced to ensure compliance with the completion of the Work within the Contract Time.

3.3.2 Force Majeure. Neither District nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor's exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Contractor and District recognize that time is of the essence, and that District will suffer financial and other losses if the Work is not completed in the Contract Time, as may be modified by mutual agreement of the parties. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by District if the Work is not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay to District two hundred fifty dollars (\$250.00) for each working day beyond the Contract Time that the Work is not completed, without an extension of

time approved by the District in writing. If District recovers liquidated damages for a delay in completion by Contractor, such liquidated damages are District's sole and exclusive remedy for such delay, and District is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Contract.

3.3.4 Hours of Work. Working hours, including equipment "warm up," shall occur between 8 a.m. and 7 p.m. Monday through Friday. Only emergency work may occur on Saturdays, with prior approval of District.

3.4 Standard of Performance: Performance of Employees.

3.4.1 Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the Contract Documents and the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees, and its subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.4.2 Contractor's warranty and guarantee hereunder excludes defects or damage caused by abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or normal wear and tear under normal usage.

3.4.3 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:

- a. Observations by District's representative;
- b. Recommendation by District's representative or payment by District of any progress or final payment;
- c. The issuance of a certificate of substantial completion by District's representative or any payment related thereto by District;
- d. Use or occupancy of the Project or any part thereof by District;
- e. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by District's representative;

- f. Any inspection, test, or approval by others; or
- g. Any correction of defective work by District.

### 3.5 Correction Period.

3.5.1 If, within one year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by District or permitted by laws and regulations is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions:

- a. Repair such defective land or areas; or
- b. Correct such defective work; or
- c. If the defective work has been rejected by District, remove it from the Project and replace it with work that is not defective, and
- d. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

3.5.2 If Contractor does not promptly comply with the terms of District's written instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

3.5.3 In special circumstances where a particular item of equipment is placed in continuous service before substantial completion of all the Project, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

3.5.4 Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Section 3.5, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

3.5.5 Contractor's obligations under this Section 3.5 are in addition to any other obligation or warranty. The provisions of this Section 3.5 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

3.6 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract,



the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation.

a. For all Work, Contractor shall be paid a lump sum of **Thirty-Seven Thousand Seven Hundred Twenty-Five Dollars (\$37,725.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.7.2 Payment of Compensation. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized invoice indicating the amount of Work completed since commencement of the Work or since the last progress payment. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. Invoices shall be sent to [AP@ivgid.org](mailto:AP@ivgid.org).

3.8 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

3.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all labor requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of Nevada subject to certain provisions of the NRS. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a quasi-municipal corporation are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.9.1 By executing this Contract, Contractor acknowledges that it is aware of District's Ordinance 1, the Solid Waste Ordinance, and specifically Section 4.5. thereof, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

3.10 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license.

3.11 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain.

3.12 Dispute Resolution.

3.12.1 Contractor and District hereby agree to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150, under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

3.12.2 The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

3.12.3 District and Contractor are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help District and Contractor reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

3.12.4 District and Contractor shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

3.12.5 In the event that a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the District or Contractor fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either District or Contractor may then initiate judicial proceedings by filing suit. District and Contractor will share the cost of mediation equally unless agreed otherwise.

3.13 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District.

3.14 Indemnification.

3.14.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District or the District's agents, servants, or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons.

3.14.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or

damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

a. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of Nevada and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the State of Nevada. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Contractor to waive its right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

b. Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its

directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Contractor to waive its right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

c. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

d. All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, employees, agents and authorized volunteers.

3.15.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its officials, employees, agents and authorized volunteers.

3.15.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed to do business in Nevada, and satisfactory to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.7 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages

for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

3.15.9 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.15.10 Compliance with Coverage Requirements. If at any time during the life of the Contract, any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may terminate this Contract for cause.

### 3.16 Bond Requirements.

3.16.1 Payment Bond. If required by law or otherwise specifically requested by District, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.16.2 Performance Bond. If specifically requested by District, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.16.3 Bond Provisions. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

### 3.17 Employee/Labor Certifications.

3.17.1 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.17.2 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal

law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

### 3.18 General Provisions.

3.18.1 District's Representative. The District hereby designates Kate Nelson, or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.18.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

3.18.3 Termination. This Contract may be terminated by District at any time, either with or without cause, by giving Contractor three (3) days' advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

3.18.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

3.18.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing

thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:** Kodiak Roofing & Waterproofing Co.  
8825 Washington Blvd., Ste. 100  
Roseville, CA 95678  
Attn: Meghan Reed, Estimator

**DISTRICT:** Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, Nevada 89451  
Attn: Kate Nelson, P. E.

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18.6 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.18.7 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.18.8 Controlling Law. This Contract shall be interpreted in accordance with the laws of the State of Nevada.

3.18.9 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.18.10 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.18.11 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.18.12 Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.



3.18.13 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.18.14 Entire Contract: Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.18.15 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.18.16 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project or other projects.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT  
BETWEEN KODIAK ROOFING & WATERPROOFING CO. AND INCLINE VILLAGE  
GENERAL IMPROVEMENT DISTRICT**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the day and date of the year first set forth above.

**OWNER:**

**Agreed to:**

By:

\_\_\_\_\_  
Bobby McGee  
District General Manager

\_\_\_\_\_  
*Date*

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District General Counsel

\_\_\_\_\_  
*Date*

**CONTRACTOR:**

**Agreed to:**

By:

\_\_\_\_\_  
*Signature of Authorized Agent*  
Dwayne Nash, President

*Print or Type Name and Title*

3/20/24

\_\_\_\_\_  
*Date*

If Contractor is a corporation, attach evidence of authority to sign.

## EXHIBIT A

### SCOPE OF WORK AND COMPENSATION SCHEDULE

#### SCOPE OF WORK

Contractor's work under this Agreement will include the following goods and services:

- Remove the existing drip edge and existing roofing down to the structurally sloped wood decking. (Any dry rotted roof sheathing is to be replaced on a per sheet basis, at an additional cost as quoted below. Base pricing assumes roof contains no asbestos; roof needs to be tested prior to permit. If hazardous materials are encountered, an abatement company would be needed to remove such materials. Any changes in pricing will require a written change order signed by both parties, in accordance with section 3.2.1 of the Agreement.)
- Install one layer of 1/2" fire rated separator board over the existing wood decking.
- Install a white 60 MIL TPO membrane mechanically fastened roof system using fasteners and plates in the seams. (Fasten into the wood decking)
- Install new prefinished edge metal around the perimeter.
- Price quoted includes a standard re-roof permit issued by the local jurisdiction.
- Price quoted includes a TPO Manufacturer's 20 year NDL Warranty for Roofing.
- Price quoted includes a Kodiak Roofing & Waterproofing Co. 2 year Installing Contractor Warranty.
- Price quoted includes freight, Nevada sales tax as applicable, equipment, hoisting, cleanup, and disposal of roofing debris.

Add to remove and replace (1) 4x8 sheet of dry rotted roof sheathing with new sheathing. Add: \$165/Sheet

#### CONTRACTOR'S WORK UNDER THIS AGREEMENT DOES NOT INCLUDE:

- Snow guards or gutters
- Repairs or upgrades to mechanical, electrical, or plumbing system to bring up to code, if applicable.
- Interior roof protection
- Recalibrating of satellites located on the roof, which will need to be lifted/disconnected from the wall to install new roofing
- Asbestos/lead testing or structural engineering calculations, if required for issuance of the roofing permit
- Disconnection and reconnection of HVAC line sets
- Sheathing, wall/curb insulation, batt/acoustical insulation, waterproofing, vapor/air barriers, roof drains, roof vents, eaves/soffit vents, M/E/P equipment, expansion joints, cants, sleepers, nailers, blocking, structural cut-outs, structural framing, structural layouts, mechanical screens, supports, and bracing
- Removal of asbestos-containing material, if any
- Sheet metal (except as previously noted in 'inclusions' list), custom metal, painting, and custom colors
- Furnishing or installation of new skylights, roof hatches, ladders, or walkway pads, unless specifically noted in 'inclusions' list.
- Safety and fall arrest systems, other than what is required to provide for personal safety.
- Subtle deflections that may still result in ponding water other than obvious issues, such as visually observable deflections or camber is not included. Any repairs to eliminate ponding due to those items will be done at the District's expense.

- Testing, including flood/water testing, abatement testing, and infrared/moisture testing.
- Protection of roof by other trades, nightly tie-ins, and temporary weather protection.
- Any repairs or modifications to the structural elements supporting the roofing materials, including, but not limited to, making changes to the substrate because of dryrot, deflections that would allow for ponding, and any other structural conditions that will adversely affect the full performance of the new roofing system.
- Price quoted does not include costs and delays to remediate any hazardous materials discovered during the Work.
- Price quoted does not include cost of existing drains being cleared of debris by plumbing contractor to ensure proper flow

### COMPENSATION SCHEDULE

Total compensation for all work and equipment associated with the Work is \$37,725.00. Additional or different work will require a mutually executed written change order in accordance with section 3.2.1 of the Agreement, and will be billed at the change order rate of \$100.30 per hour. **With a 15% markup.**

### PHOTOS OF WORK AREA





**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee, District General Manager

**FROM:** Kate Nelson, Interim Director of Public Works

**SUBJECT:** Review, Discuss and Approve Nevada State Lands Non-Exclusive Easement Amendment-2, Incline Village General Improvement District Spooner Effluent Pump Station. (Requesting Staff member: Interim Director of Public Works Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

**LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

**BUDGET INITIATIVE(S):** The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Board Policy 3.1.0.4 Item(s) of Business/Agenda Preparation; Consent Calendar

**DATE:** April 10, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Approve Nevada State Lands Non-Exclusive Easement Amendment-2, Incline Village General Improvement District Spooner Effluent Pump Station; and,
2. Direct the Interim Director of Public Works to Sign and Execute the Agreement.

**II. BACKGROUND**

In 2014, Incline Village General Improvement District entered into a non-exclusive easement agreement with the Nevada Division of State Lands to accommodate the expansion of the Spooner Effluent Pumping Station associated

with APN 130-350-01. As part of the easement, a rental fee is charged each year. The terms of the easement allow for Nevada Division of State Lands to re-evaluate the property every five years. This is the first increase in the rental fee since the original date of the easement.

**III. BID RESULTS**

Not Applicable

**IV. FINANCIAL IMPACT AND BUDGET**

This easement from the Nevada Division of Lands was established in 2014. Since that time, the fee for the easement has been \$2,060 annually with the option to re-evaluate the rental amount every five years. In 2018, an assessment was completed, and no increase was implemented. In 2023, a re-evaluation was completed, and the rental amount was increased. The new rental fee associated with the easement will be \$6,560 annually for the next five years. This easement is budgeted within Fund: Utilities, Division: Sewer; GL#20002523-7450.

**V. ALTERNATIVES**

Not Applicable

**VI. COMMENTS**

Not Applicable

**VII. BUSINESS IMPACT/BENEFIT**

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

**VIII. ATTACHMENTS**

- 1. 7618 - Easement Amendment-2 - Incline Village General Improvement Dist\_Spooner Pump Station

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**



**PARKS-25, AF  
Interest: 13915-2  
Project: 7618  
Contract: 4916  
Washoe County  
APN: 130-350-01  
S2, T15N, R18E  
Original Recordation #4348349**

**Recording requested by & return to:  
Division of State Lands  
901 South Stewart Street, Suite 5003  
Carson City, Nevada 89701-5246**

**NON-EXCLUSIVE EASEMENT AMENDMENT-2  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
SPOONER EFFLUENT PUMP STATION**

THIS NON-EXCLUSIVE EASEMENT AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, and the State Land Registrar, for and on behalf of the DIVISION OF STATE LANDS hereinafter referred to as GRANTOR, and INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, hereinafter referred to as GRANTEE.

**WITNESSETH:**

WHEREAS, GRANTOR granted an Non-Exclusive Easement to GRANTEE dated February 11, 2014, for the purpose of expanding the existing Spooner Effluent Pumping Station associated with that property situate and lying within Washoe County, further described as Assessor's Parcel Number 130-350-01, within a portion of Section 2, Township 15 North, Range 18 East, M.D.M; and



WHEREAS, the Non-Exclusive Easement contained a paragraph that in part reads as follows: “For and in consideration of the Project, GRANTEE, its successors and assigns, hereby agree to pay an annual use fee in the amount of TWO THOUSAND SIXTY AND NO/100 DOLLARS (\$2,060.00) per year to the GRANTOR for the Project [per NRS 321.003(2), 322.060(2)]. Said fees to be paid in advance commencing on the execution date of this Non-Exclusive Easement and on or before February 9, every year thereafter for the entire duration of said Non-Exclusive Easement.”; and

WHEREAS, the Non-Exclusive Easement gives the GRANTOR the right to re-assess and adjust the Non-Exclusive Easement fees for the fuel pipeline every five (5) years to reflect any change in value during the term of the Non-Exclusive Easement; and

WHEREAS, on or about October 9, 2018, GRANTOR completed a rental reevaluation wherein the rental fee did not increase; and

WHEREAS, GRANTOR recently completed a rental re-evaluation and determined that the annual use fee did increase, and Easement will be amended for Consideration, Late Fee, Attorney Fee and Venue, and Recording language; and

NOW THEREFORE, GRANTOR and GRANTEE agree to amend the Non-Exclusive Easement as follows:

FOR AND IN CONSIDERATION of this Non-Exclusive Easement, GRANTEE, along with its successors and assigns, hereby agree to pay a use fee in the amount of SIX THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$6,560.00) under Contract 4916, per year to the State of Nevada beginning on or before February 9, 2025, and

on or before February 9, each year thereafter. The State of Nevada reserves the right to reassess and adjust the use fee every FIVE (5) years.

1. LATE FEES: The annual use fee shall be paid in advance to GRANTOR and shall be due on or before the due date as provided herein. Any payment made after this due date shall be subject to a late payment fee in the amount of THREE HUNDRED TWENTY EIGHT AND NO/100 DOLLARS (\$328.00), equivalent to five percent (5%) of the annual amount due. If fees, including late fees, become more than SIXTY (60) days in arrears, the Non-Exclusive Easement may be terminated by GRANTOR.

2. ATTORNEYS' FEES AND VENUE: In the event any action is filed in relation to this agreement, the unsuccessful party shall pay to the successful party, in addition to all sums either party may be called on to pay, a reasonable sum for the successful party's attorneys not to exceed ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per billable hour. Any lawsuit brought to resolve a dispute arising from this Authorization must be brought either in the location of the Project or in Carson City, Nevada.

3. RECORDING: This Non-Exclusive Utility Easement shall be recorded in the official real estate records of the county in which the property is located. GRANTEE shall be responsible for all recording fees.

All other terms and conditions of the Non-Exclusive Easement remain in full force and effect, with no other changes, modifications, or amendments thereto.



**GRANTEE:**  
**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

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

KATE S. NELSON  
Interim Director of Public Works

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On, \_\_\_\_\_, 2024 \_\_\_\_\_,  
personally appeared before me, a notary public, who acknowledged that HE/SHE executed  
the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee, District General Manager

**FROM:** Tim Sands, General Manager Golf Operations

**SUBJECT:** Review, Discuss, and Approve the Recommended 2024 - 25 Golf Season Rates (Requesting Staff Member: General Manager of Golf Operations Tim Sands)

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Board Policy Practice 6.2.0 - Pricing for Product Services and Practice.

3.5 Venue-Specific Pricing While applying the Community Services pricing guidelines as set forth in this practice, each venue, as a unique business enterprise, may incorporate modifications to its pricing for access/rentals, programs, and services, provided the venue is able to achieve overall financial results consistent with the net income targets established through the annual budget process. Such modifications may include, but are not limited to: 3.5.1 Golf Course Fees 3.5.1.1 Fees charged to IVGID Picture-pass holders, their guests and others may vary based on season, day of the week, time-of-day, and partial (9-hole) use of the golf courses. 3.5.1.2 Play-Passes offered to IVGID Picture Pass holders may be priced at a discount from daily fees. 3.5.1.3 Management shall track and report average revenue per-round, in relation to the defined cost-recovery targets.

**DATE:** April 10, 2024

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**I. RECOMMENDATION**

That the Board make a motion to approve Staff Recommendations to:

1. Keep non-resident rates consistent with the average rate of the Truckee & Tahoe area (District Courses are currently consistent)

2. Re-institute the Unlimited Play Pass for Individuals & Couples at a higher rate but also remove other options to simplify and obtain new revenue from the community.
3. Eliminate the 30 & 40 play pass option. To promote the larger priced play passes for residents. • Eliminate the After 5:30pm rate to bolster twilight revenue. Removing the nine hole rate of \$73 (weekends) allowing after 4pm play at \$119 for non-residents. This could potentially lead to residents purchasing more of the “All You Can Play” PM at a higher rate.
4. Continue use of the spreadsheet created by Rob Bruce to track daily play and also add play passes usage daily. This will help us evaluate the use of passes (abuse or non-use).

See the attached Rate Sheet for the different pricing structures for Championship & Mountain Course Pass Selection

## **II. BACKGROUND**

The financial forecast for the upcoming season is very unclear. Staff can base the District Golf Course operation on revenue generated during the 2023 & 2024 fiscal year (minus May and June 2024). Due to the lack of detailed sources & uses, the staff feels we won't be able to project a solid figure for recoding.

## **III. ATTACHMENTS**

1. Pricing Structures for Championship & Mountain Course Pass Selection

## Pricing Structures for Championship & Mountain Course Pass

### Selection

#### Option A

	<u>Champ 2024</u>
Unlimited AYCP Individ.	\$3,800
Unlimited AYCP Couples	\$5,900
10 Play Pass	\$900
20 Play Pass	\$1,700
Unlimited AYCP PM	\$2,200
Unlimited Junior	\$345

#### Option B

	<u>Champ 2024</u>
Unlimited AYCP Individ.	\$4,150
Unlimited AYCP Couples	\$6,500
10 Play Pass	\$1,050
20 Play Pass	\$1,950
Unlimited AYCP PM	\$2,550
Unlimited Junior	\$425

	<u>MTN 2024</u>
10 Play Pass	\$450
20 Play Pass	\$925
AYCP Nine Hole Pass	\$1,175
10 Play Nine Hole	\$325
20 Play Nine Hole	\$550
Unlimited Junior	\$225

	<u>MTN 2024</u>
10 Play Pass	\$525
20 Play Pass	\$1,000
AYCP Nine Hole Pass	\$1,250
10 Play Nine Hole	\$415
20 Play Nine Hole	\$620
Unlimited Junior	\$300

**MEMORANDUM**

**TO:** Board of Trustees  
**THROUGH:** Bobby Magee, District General Manager  
**FROM:** Kate Nelson, Interim Director of Public Works  
**SUBJECT:** Review, Discuss and Approve:

1. The Construction Contract Agreement for the Capital Improvement Water Main Replacement Alder Avenue #2299WS1802 Project with Gerhardt & Berry Construction in the Amount of \$483,604; and,
2. Authorize Staff to Execute Change Orders for Additional Work if Required up to Approximately 10% of the Construction Contract Value; not to Exceed \$48,500; Project: 2023/24 Capital Improvement Water Main Replacement Alder Avenue #2299WS1802; Fund: Water; Division: Utilities. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN BUDGET INITIATIVE(S):** **LONG RANGE PRINCIPLE #5 - ASSETS AND INFRASTRUCTURE**

**The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.**

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES** Board Policy 12.1.0 Multi-year Capital Planning; Board Policy 21.2.0 Purchasing Policy for Public Works Contracts

**DATE:** April 10, 2024

---

**I. RECOMMENDATION**

That the Board of Trustees make a motion to:



1. Award the Construction Contract to Gerhardt & Berry Construction in the amount of \$483,604; and,
2. Authorize Staff to execute change orders for additional work, if required, of approximately 10% of the construction contract value; not to exceed \$48,500; and,
3. Authorize the Board Chair and Board Secretary to execute contracts with Gerhardt & Berry Construction based on a review by General Counsel and Staff.

## **II. BACKGROUND**

The Alder Ave Water Main Replacement (Project) is a FY 2023/24 Capital Improvement Project and is a continuation of the multi-year program to replace 1960's-era thin-wall steel water mains and other deficient water mains. The design agreement by DOWL was approved in November 2023 (via the expedited contract urgency review form process). The Project consists of the installation of approximately 1,000 linear feet (LF) of new water main and appurtenances within the Alder Avenue right-of-way. This new section of water main will replace an existing steel pipeline that is located within a private parcel that does not have an existing easement. The new alignment in Alder Ave. will maintain overall water system redundancy by connecting two separate areas of distribution piping. The project also includes abandoning 500 LF of existing steel pipeline along Northwood Blvd. at the McCourry Blvd. intersection. Collectively, the Project will minimize the long-term and ongoing maintenance typically required to repair steel water lines that have exceeded their useful life.

The original scope of work for the Project included replacement of 500 LF of waterline along Northwood Blvd (referenced above). However, due to the water model evaluation completed prior to design, this replacement section was removed from the scope of work as existing distribution pipelines in the immediate vicinity provide sufficient capacity within the water system.

A Contract Contingency of approximately 10% is proposed to account for unforeseen conditions during construction such as unknown ground conditions or existing utility conflicts.

## **III. BID RESULTS**

The District publicly advertised the Project for bidding in accordance with NRS 338 in February 2024 with a bid opening on March 14, 2024. The Engineer's Estimate for the base project was \$534,690. The lowest responsive bid was submitted by Gerhardt and Berry Construction for an amount of \$483,604. The District received seven responsive bids (ATTACHMENT A) ranging from \$483,000 to \$630,000.

## **IV. FINANCIAL IMPACT AND BUDGET**

The Alder Ave Watermain Replacement Project CIP #2299WS1802 was included in the Board approved FY 2023/24 CIP Budget (Item G7 and G9; 5/25/2023), with a total project budget of \$1,250,000. The cost estimate for the entire project from design phase through construction is approximately \$699,100.

The table below presents the estimated Project costs for the Alder Ave Waterline project:

<b>Task</b>	<b>Cost</b>
District Project Management & Construction Inspection	\$50,000*
Construction by Gerhardt & Berry Construction	\$483,604
Contract Contingency (~10%)	\$48,500
Construction Materials Testing	\$15,000
Design, Survey and Water-Modeling Services - DOWL	\$90,461
Construction Services - DOWL	\$11,570
<b>Total</b>	<b>\$699,135</b>

\*Includes initial project design concept through construction and project close out.

The difference between the initial Project budget and the total Project budget (following closeout) will be returned to the Watermain Replacement - Future CIP Budget (#2299WS1803).

The proposed construction agreement for the Project is attached herein. (ATTACHMENT B).

**V. ALTERNATIVES**

Not authorize the construction of the Alder Ave Water Main Replacement and continue on-going maintenance and emergency repairs.

**VI. COMMENTS**

The Agreement between the District and Gerhardt & Berry Construction has been reviewed and approved by District Legal Counsel.

**VII. BUSINESS IMPACT/BENEFIT**

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

**VIII. ATTACHMENTS**

1. ATTACHMENT A - Bid Tabulation - Alder Avenue Watermains
2. ATTACHMENT B - 2299WS1802 Alder Avenue Contract Documents (1)

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**



Incline Village General Improvement District  
 Alder Ave Water Main Replacement  
 Bid Tabulation

3/14/2024

Bid Tabulation									
Project 2299WS1802				Burdick Excavating		FARR DBA RDC		FW Carson Co.	
Item No.	Description	QTY	Unit	Unit	Total	Unit	Total	Unit	Total
1	Mob/Demob	1	LS	\$62,237.61	\$62,237.61	\$58,000.00	\$58,000.00	\$20,741.95	\$20,741.95
2	Temp Traffic Control	1	LS	\$50,000.00	\$50,000.00	\$36,000.00	\$36,000.00	\$26,841.75	\$26,841.75
3	Temp Erosion Control	1	LS	\$5,000.00	\$5,000.00	\$16,800.00	\$16,800.00	\$9,308.45	\$9,308.45
4	8" C900 PVC WM	1,017	LF	\$205.00	\$208,485.00	\$214.00	\$217,638.00	\$242.90	\$247,029.30
5	8" Gate Valve	1	EA	\$11,000.00	\$11,000.00	\$6,700.00	\$6,700.00	\$5,198.05	\$5,198.05
6	FH Assembly	2	EA	\$21,000.00	\$42,000.00	\$19,000.00	\$38,000.00	\$20,479.60	\$40,959.20
7	ARV	1	EA	\$12,500.00	\$12,500.00	\$10,500.00	\$10,500.00	\$6,647.20	\$6,647.20
8	STA 0+80 WM Connection	1	LS	\$10,000.00	\$10,000.00	\$4,200.00	\$4,200.00	\$3,562.35	\$3,562.35
9	STA 10+96 WM Connection	1	LS	\$16,000.00	\$16,000.00	\$18,400.00	\$18,400.00	\$15,182.85	\$15,182.85
10	2" Service Connection	1	EA	\$8,000.00	\$8,000.00	\$5,500.00	\$5,500.00	\$4,372.60	\$4,372.60
11	3" Service Connection	1	EA	\$12,000.00	\$12,000.00	\$11,400.00	\$11,400.00	\$6,943.40	\$6,943.40
12	Northwood Blvd WM Abandon	1	LS	\$18,000.00	\$18,000.00	\$14,800.00	\$14,800.00	\$9,712.65	\$9,712.65
13	Alder Ave WM Abandon	1	LS	\$8,500.00	\$8,500.00	\$10,500.00	\$10,500.00	\$6,563.35	\$6,563.35
14	Pavement Restore	3600	SF	\$13.30	\$47,880.00	\$23.54	\$84,744.00	\$17.10	\$61,560.00
15	2" Grind & Overlay	9600	SF	\$5.40	\$51,840.00	\$5.70	\$54,720.00	\$5.50	\$52,800.00
16	Type II Slurry Seal	19700	SF	\$2.75	\$54,175.00	\$1.50	\$29,550.00	\$1.65	\$32,505.00
				<b>\$617,617.61</b>		<b>\$617,452.00</b>		<b>\$549,928.10</b>	

Bid Tabulation - Continued											
Project #2299WS1802				Gerhardt & Berry		McCuen Construction		RaPiD Construction		Sierra NV Const.	
Item No.	Description	QTY	Unit	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	Mob/Demob	1	LS	\$23,750.00	\$23,750.00	\$54,365.00	\$54,365.00	\$48,000.00	\$48,000.00	\$37,347.00	\$37,347.00
2	Temp Traffic Control	1	LS	\$18,500.00	\$18,500.00	\$80,565.00	\$80,565.00	\$19,379.00	\$19,379.00	\$25,000.00	\$25,000.00
3	Temp Erosion Control	1	LS	\$5,676.00	\$5,676.00	\$9,825.00	\$9,825.00	\$3,100.00	\$3,100.00	\$1,000.00	\$1,000.00
4	8" C900 PVC WM	1,017	LF	\$181.00	\$184,077.00	\$225.32	\$229,150.44	\$205.00	\$208,485.00	\$280.00	\$284,760.00
5	8" Gate Valve	1	EA	\$3,888.00	\$3,888.00	\$9,692.69	\$9,692.69	\$3,400.00	\$3,400.00	\$8,000.00	\$8,000.00
6	FH Assembly	2	EA	\$15,097.00	\$30,194.00	\$19,710.26	\$39,420.52	\$14,250.00	\$28,500.00	\$20,000.00	\$40,000.00
7	ARV	1	EA	\$4,765.00	\$4,765.00	\$10,443.32	\$10,443.32	\$7,000.00	\$7,000.00	\$13,000.00	\$13,000.00
8	STA 0+80 WM Connection	1	LS	\$11,500.00	\$11,500.00	\$7,290.15	\$7,290.15	\$4,500.00	\$4,500.00	\$11,000.00	\$11,000.00
9	STA 10+96 WM Connection	1	LS	\$19,775.00	\$19,775.00	\$15,912.57	\$15,912.57	\$13,000.00	\$13,000.00	\$18,000.00	\$18,000.00
10	2" Service Connection	1	EA	\$3,800.00	\$3,800.00	\$14,179.44	\$14,179.44	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
11	3" Service Connection	1	EA	\$6,300.00	\$6,300.00	\$17,466.23	\$17,466.23	\$10,500.00	\$10,500.00	\$9,000.00	\$9,000.00
12	Northwood Blvd WM Abandon	1	LS	\$6,176.00	\$6,176.00	\$16,065.84	\$16,065.84	\$3,300.00	\$3,300.00	\$9,000.00	\$9,000.00
13	Alder Ave WM Abandon	1	LS	\$5,423.00	\$5,423.00	\$7,008.50	\$7,008.50	\$3,300.00	\$3,300.00	\$8,000.00	\$8,000.00
14	Pavement Restore	3600	SF	\$21.20	\$76,320.00	\$11.99	\$43,164.00	\$21.00	\$75,600.00	\$11.00	\$39,600.00
15	2" Grind & Overlay	9600	SF	\$5.00	\$48,000.00	\$5.90	\$56,640.00	\$5.00	\$48,000.00	\$5.70	\$54,720.00
16	Type II Slurry Seal	19700	SF	\$1.80	\$35,460.00	\$0.98	\$19,306.00	\$0.90	\$17,730.00	\$1.40	\$27,580.00
				<b>\$483,604.00</b>		<b>\$630,494.70</b>		<b>\$497,794.00</b>		<b>\$592,007.00</b>	



**Contract Documents  
for  
ALDER AVENUE WATER MAIN REPLACEMENT**

IVGID Project Number 2299WS1802  
PWP No. WA-2024-157

Issued for Construction

**February 2024**

Prepared for:  
**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**  
*Public Works Department*

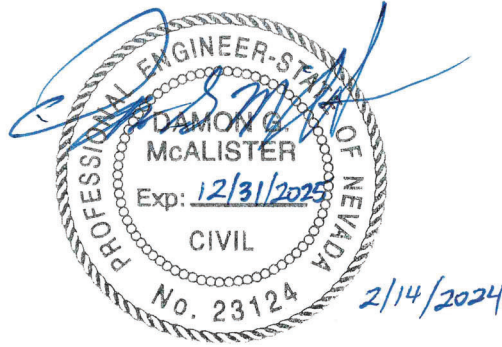


Prepared by:  
5510 Longley Lane  
Reno, Nevada 89511



**SECTION 00005  
CERTIFICATION**

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



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Prepared by Damon McAlister, P.E.





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**END OF SECTION**

## 1.0 INVITATION FOR BIDS

Sealed proposals will be received at the offices of the Incline Village General Improvement District (IVGID or District) Public Works Department, located at 1220 Sweetwater Road, Incline Village, Washoe County, Nevada, until 2:00 p.m. on Thursday, March 14, 2024, at which time they will be publicly opened and read for:

### **Alder Avenue Water Main Replacement IVGID Project Number 2299WS1802**

The Project includes the following Work:

Construction of approximately 1,000 linear feet of 8-inch water main, fire hydrants, air release valve, tapping of existing 8-inch water main along Alder Avenue, and asphalt pavement restoration, all within the residential area of Incline Village, NV. Work also includes the abandonment of existing 8-inch water main (steel).

Owner anticipates that the Project's total bid price will be approximately \$500,000. The Project has an expected duration of **75** days.

Bidding Documents, including Plans and Specifications, may be obtained at the Owner's Planet Bids website (<https://www.planetbids.com/portal/portal.cfm?CompanyID=30437>). Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website. Contract documents are available for examination at the IVGID Public Works office.

This is a Prevailing Wage project that is to be paid for by both local and federal funds; therefore minimum prevailing wage rates published by both the State and Federal Departments of Labor are applicable. Bidder shall comply with the State of Nevada Commissioner of Labor and the Federal Davis-Bacon and Related Acts, as applicable. The PWP number for this project is WA-2024-157.

No proposal will be accepted from a Contractor who is not licensed in accordance with the laws of this State to perform the work herein described. IVGID reserves the right to reject any or all bids pursuant to Nevada Law; to award a contract for less than all the work if funds now available are insufficient for completion of the total project; to waive any informalities or irregularities therein; and/or to award the bid to the lowest responsible bidder.

A non-mandatory, pre-bid conference will be held on February 22, 2024, at 2:00 p.m. at the IVGID Public Works office. All potential bidders are urged to attend.

All questions and RFIs should be directed through the District's Planet Bids portal. The deadline for questions and RFIs is Thursday, February 29, 2024. For assistance with Planet Bids or downloading of documents, contact the IVGID Engineering office at 775-832-1267.



# INSTRUCTIONS TO BIDDERS

## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified above.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version XI Standard or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and

Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 48 hours of Owner's request, Bidder must submit the following information:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Washoe County Business License prior to commencing construction.
- D. Such licenses as may be required by the laws of the State of Nevada for the performance of work specified in the Contract Documents. Such licenses are required at the time of submitting bid. One time raise in licensing monetary limits shall be approved by the State of Nevada prior to the time of submitting bid and shall be submitted with the bid.
- E. Each Bidder submitting a Bid Proposal to the Owner on a public work project whose estimated cost exceeds \$250,000 is responsible for ascertaining whether the Bidder intends to utilize the referenced statute for five percent (5%) preference and is also eligible for the bidder preference and other matters relating thereto provided in NRS Chapter 338.0117. The Bidder claiming the bid preference shall submit with their Bid Form:
  - 1. Certificate of Eligibility: A valid "Certificate of Eligibility" issued by the State of Nevada Contractor's Board, and
  - 2. Public Works Bidder's Preference Affidavit: A fully-executed copy of the Public Works Bidder's Preference Affidavit as proof of the Contractor's compliance with the provisions of NRS 338.

Failure to submit the Certificate of Eligibility and Affidavit with your Bid shall result in a waiver of any Bidder preference.

3.02 *Bid Form:*

- A. Bidder is to submit the following information with its Bid, to demonstrate Bidder's qualifications to perform the Work. Bids without such documentation included will be deemed Non-Responsive:
1. A list of all first-tier subcontractors, equipment, and materials suppliers that will supply more than five percent (5%) of the bid amount. If the Contractor intends to self-perform any portion of the Work exceeding five percent (5%) of the Bid Amount, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
  2. Within two (2) hours after the opening of Bids, those bidders submitting the three lowest Bids must submit the names of each first-tier subcontractor, equipment and material supplier that will supply more than 1% of the bid amount, or Fifty Thousand Dollars (\$50,000), whichever is greater. If the Contractor intends to self-perform any portion of the Work exceeding one percent (1%) of the Bid Amount or Fifty Thousand Dollars (\$50,000), whichever is greater, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
  3. A list of similar projects previously completed by Bidder, including contact person with their telephone number and email, and the date the project was completed.
    - a. Contractor is required to have successfully performed five (5) projects of similar scope within the last five (5) years, including a minimum project total cost of \$600,000, contract time of 90 to 120 days, and preferably work performed in the Lake Tahoe basin.
  4. Work history of Job Foreman/Superintendent, Pipe Foreman and Equipment Operator.
    - a. Contractor is required to staff project with a Job Foreman/Superintendent and Pipe Foreman with minimum experience of five (5) years' experience with similar project work and five (5) projects within five (5) years greater than \$500,000.
  5. Bidder's state or other contractor license number, if applicable.

3.03 A Bidder's failure to submit required qualification information within the times indicated will result in the Bid being deemed Non-Responsive.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

**ARTICLE 4—PRE-BID CONFERENCE**

4.01 A pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

4.02 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions

at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: If necessary to the Work, the Bidding Documents will contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
  - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.



- b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
  - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
  - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
  - 1. None

Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

5.04 *Site Visit and Testing by Bidders*

- A. It is recommended that Bidder visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional

examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

**ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer through Owner's Planet Bids website.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by bid security made payable to Owner in an amount of five percent (5%) of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

**ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 If the Instructions to Bidders require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual or entity against whom Contractor has reasonable objection.

**ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
  - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

**ARTICLE 13—BASIS OF BID**

- 13.01 The basis of Bid is set in Section 3 – Bid Form. Description of the various basis of Bid are as follows:
  - A. If Bid is Lump Sum
    - 1. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.
  - B. If bid is a Base Bid with Alternates
    - 1. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
    - 2. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.
  - C. If bid is a Unit Price

1. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
2. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity,” which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked and sealed envelope with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 The Bidder assumes the sole responsibility for timely delivery of its Bid, regardless of the method of delivery. Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

**ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 17—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 17.01 Owner reserves the right to reject any or all Bids pursuant to Nevada state law, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 17.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 17.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 17.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 17.05 *Evaluation of Bids*
  - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. If the Unit Bid Item prices and/or schedule of values of a prospective Bidder’s Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, the Bid may be rejected. All bids with separately-priced line items shall be analyzed to determine if

the prices are unbalanced. A Bid may be rejected if Owner determines that the lack of balance poses an unacceptable risk to Owner. A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over- or understated, as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:

1. Overpricing of startup work, mobilization, or early items of work (“front-end loading”) would cause a Bidder to receive substantial up-front payment;
  2. Base quantities and option quantities are separate line items;
  3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected; and/or
  4. On items when the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low bidder.
- C. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- D. In evaluating bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form or prior to the Notice of Award.
- E. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- F. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- G. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interest of the Project.
- H. Owner reserves the right to reduce the Scope of Work up to twenty-five percent (25%) of the total Bid price by deleting items and/or reducing the Scope of Work without invalidating the Bid, if necessary, to reduce the cost of the project to within the Engineer’s Estimate and/or Owner’s budget.
- I. Any Bidder which submitted a Bid to Owner may protest the recommendation of award in accordance with procedures as set forth in NRS 338.

## **ARTICLE 18—BONDS AND INSURANCE**

18.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the



Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by one (1) copy of each of the required bonds and insurance documentation.

- 18.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 19—SIGNING OF AGREEMENT**

- 19.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the other Contract Documents as identified in the Agreement. Within 10 business days thereafter, Successful Bidder must execute the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 20 business days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 20—SALES AND USE TAXES**

- 20.01 Owner is exempt from Nevada state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. 88-760004K). Per Section 15, Chapter 338 of the NRS, each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the Work will comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

#### **ARTICLE 21—NEVADA REVISED STATUTES**

- 21.01 Each and every provision of Chapters 332, 338 and 339 of the Nevada Revised Statutes (NRS) and other laws required to be inserted in these Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though they are included herein.
- 21.02 In accordance with NRS 338, the Successful Contractor shall report the name and address of each subcontractor to the Owner and Washoe County Labor Commissioner if the estimated total price of the Contract exceeds \$100,000.
- 21.03 Bidder's attention is directed to Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, an act relating to apprentices, requiring contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public

works projects. *The two lowest responsive bidders will be required to fill out and submit a copy of the project Workforce Checklist, a sample copy of which follows this Section.*

**ARTICLE 22—NONDISCRIMINATION IN EMPLOYMENT**

- 22.01 A contract for the work hereunder will obligate the Contractor and subcontractor(s) to not discriminate in employment practices and to certify to affirmative action plans.
- 22.02 If requested, Bidders shall submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.
- 22.03 Successful bidders shall, if requested, submit a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order (EO) 11246, and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the contract.
- 22.04 Bidder shall submit with his bid, if requested, a statement on separate instrument of whether Bidder has performed work under EO 11246, and shall list those projects by project location and date(s) of work performance.

**ARTICLE 23—ANTI-KICKBACK AND MINIMUM WAGE RATES**

- 23.01 *The Contractor shall comply with the regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of 13 June 1934, 40 USC 276 (c), including any amendments or modifications. The Contractor shall cause appropriate provisions to be inserted in subcontracts to ensure compliance by all subcontractors, except as the Nevada state Labor Commissioner may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof. Particular attention is invited to the requirements of filing weekly affidavits with the Owner with respect to wages. Also, the Contractor shall comply with Public Law 403 of 74 USC, setting out minimum wage rates as hereinafter specified.*
- 23.02 The Work to be performed, as described in these Bidding Documents, is to be paid for in part by both local and federal funds; therefore minimum prevailing wage rates published by both the State and Federal Departments of Labor are applicable. Bidder shall comply with the State of Nevada Commissioner of Labor and the Federal Davis-Bacon and Related Acts, as applicable. In the case of differences between the two lists of wage rates, the Bidder shall pay not less than the higher rates indicated therein for the respective crafts. See Supplementary Conditions.
- 23.03 The Owner does not guarantee that labor can be procured for the minimum wages published by the State and Federal Governments. The rates of wages listed are minimum only, below which

the Contractor cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed.

**ARTICLE 24—HISTORICAL AND ARCHAEOLOGICAL**

24.01 If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operation(s) affecting the find and shall notify the Owner. No further disturbance of the deposits shall ensue until the Owner has notified the Contractor that he may proceed.

**ARTICLE 25—SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION**

25.01 These construction documents are to be governed at all times by applicable provisions of the Federal Law, including but not limited to the latest amendment of the following:

- A. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596
- B. Part 1910 -- Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations
- C. Part 1926 -- Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

**END OF INSTRUCTIONS**



## BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Incline Village General Improvement District  
Public Works Department  
1220 Sweetwater Road  
Incline Village NV 89451  
775-832-1267

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of Nevada, or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License, or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

1.01 Bidder will complete the Work in accordance with the Contract Documents for the following Unit Price(s):

**UNIT PRICE SCHEDULE**

Item No.	Description	Estimated Quantity	Unit Price	Total Price
1	Mobilization/Demobilization	Lump Sum	\$ 23,750-	\$ 23,750-
2	Temporary Traffic Control	Lump Sum	\$ 18,500-	\$ 18,500-
3	Temporary Erosion Control	Lump Sum	\$ 5,676-	\$ 5,676-
4	8-inch C900 PVC Water Main	1,017 LF	\$ 181-	\$ 184,077-
5	8-inch Gate Valve	1 EA	\$ 3,888-	\$ 3,888-
6	Fire Hydrant Assembly	2 EA	\$ 15,097-	\$ 30,194-
7	Air Release Valve Assembly	1 EA	\$ 4,765-	\$ 4,765-
8	STA 0+80 - Water Main Connection	Lump Sum	\$ 11,500-	\$ 11,500-
9	STA 10+96 - Water Main Connection	Lump Sum	\$ 19,775-	\$ 19,775-
10	2-inch Service Connection	1 EA	\$ 3,800-	\$ 3,800-
11	3-inch Service Connection	1 EA	\$ 6,300-	\$ 6,300-
12	Northwood Blvd Water Main Abandonment	Lump Sum	\$ 6,176-	\$ 6,176-
13	Alder Ave Water Main Abandonment	Lump Sum	\$ 5,423-	\$ 5,423-
14	Pavement Restoration	3,600 SF	\$ 21.20	\$ 76,320-
15	2-inch Grind and Overlay	9,600 SF	\$ 5-	\$ 48,000-
16	Type II Slurry Seal	19,700 SF	\$ 1.80	\$ 35,460-
<b>TOTAL BID IN NUMBERS:</b>				<b>\$ 483,604-</b>
<b>TOTAL BID IN WORDS:</b>		FOUR HUNDRED EIGHTY THREE THOUSAND SIX HUNDRED FOUR DOLLARS AND ZERO CENTS		

*Quantities are not guaranteed. Final Payment will be based upon actual quantity of work performed.*

A. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	3/5/24

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**6.02 Bidder's Certifications**

**A. The Bidder certifies the following:**

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.



- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

GERHARDT & BERRY CONSTRUCTION  
(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Name: AREA GERHARDT  
(typed or printed)

Title: PRESIDENT  
(typed or printed)

Date: 3/14/2024  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [Signature]  
(individual's signature)

Name: TIM TRUWELL  
(typed or printed)

Title: PM / ESTIMATOR  
(typed or printed)

Date: 3/14/2024  
(typed or printed)

Address for giving notices:

PO BOX 51749  
SPARKS, NV 89435

Bidder's Contact:

Name: TIM TRUWELL  
(typed or printed)

Title: PM / ESTIMATOR  
(typed or printed)

Phone: 775.359.8817

Email: TIM@GERHARDTANDBERRY.COM

Address: PO BOX 51749  
SPARKS, NV 89435

Bidder's Contractor License No.: (if applicable) 10813A

(SEE ATTACHED)

**ADDITIONAL INFORMATION REQUIRED AT BID**  
Reference Instructions to Bidders Section 2

List five (5) similar projects completed by Contractor within the last 5 years:

Contact Name & Phone No.	Description of Work	Date Complete	Cost
STEVE VOLK, PE (775) 834-8024	WATERMAIN + SERVICES	05/2023	\$699,582
	REPLACEMENT		
	TMWA QUAL + BOISE		
JO FRISBY (775) 782-5976	WATERMAIN + SERVICES	11/2022	\$691,038
	REPLACEMENT		
	PERM AC PAVING		
	US 395 - MINDEN		
KELLY MCGLYNN (775) 834-8293	TMWA SPANISH SPRINGS	06/2023	\$1,451,908
	1-PRESSURE ZONE		
	WATERMAIN, RETAINING		
	WAW		
KELLY MCGLYNN (775) 834-8293	TMWA MONTREUX	11/2023	\$433,134
	WATERMAIN		
	RELOCATION		
JASON PHINNEY (775) 848-4134	TMWA MT. ROSE	12/2023	\$415,824
	5 WELL IMPROVEMENTS		
	SITE IMPROVEMENTS,		
	PAVING		

**Work Experience:** List years of experience with similar projects, project descriptions, locations and costs, for proposed Job Foreman/ Superintendent:

Forman/Super's Name	Title	Years Experience	
JEREMY FENLASON	GENERAL FOREMAN	20	
Name & Location of Project	Description	Project Cost	Date Completed
Name & Location of Project	Description	Project Cost	Date Completed
Name & Location of Project	Description	Project Cost	Date Completed
Name & Location of Project	Description	Project Cost	Date Completed

## 2023 PROJECTS

<u>JOB</u>	<u>NAME</u>	<u>TYPE OF WORK</u>	<u>BID</u>	<u>LOCATION</u>	<u>FOR WHOM</u>
#1179	SNOW REMOVAL & PLOWING	ONGOING	T&M	RENO/SPARKS	GREG GERHARDT <a href="mailto:greg@gerhardtandberry.com">greg@gerhardtandberry.com</a>
#1180	BLACK EAGLE CONSULTING	ONGOING	T&M	RENO/SPARKS	JESSE MAXIM 775-359-6600
#1181	CORESTONE ENGINEERING 2023	ONGOING	T&M	RENO/SPARKS	VIMAL VIMALARAJ <a href="mailto:vimal@corestoneengineering.com">vimal@corestoneengineering.com</a>
#1182	NAISBITT 2023	ONGOING	T&M	RENO/SPARKS	RICK WILLIAMS <a href="mailto:rwilliams@naisbittco.com">rwilliams@naisbittco.com</a>
#1183	RIVERBELLE 2023	ONGOING	T&M	VERDI	GREG RADERY 775-393-0653
#1184	ACTION ELECTRIC 2023	ONGOING	T&M	RENO/SPARKS	LARRY NISTLER <a href="mailto:larry@actionelectricnv.com">larry@actionelectricnv.com</a>
#1185	CITY OF SPARKS	ONGOING	T&M	SPARKS	ASHLEY ELSON <a href="mailto:aelson@cityofsparks.us">aelson@cityofsparks.us</a>
#1186	SHAW ENGINEERING	POTHOLING	T&M	RENO/SPARKS	CODY BLACK <a href="mailto:cody@shawengineering.com">cody@shawengineering.com</a>
#1187	CME 2023	POTHOLING	T&M	RENO/SPARKS	NICHOLAS ANDERSON <a href="mailto:nanderson@cmenv.com">nanderson@cmenv.com</a>
#1188	WCCS MONITORING WELL MODIFICATION	WATER	T&M	RENO/SPARKS	BRIAN BASS <a href="mailto:BBass@washoecounty.gov">BBass@washoecounty.gov</a>
#1189	HIGHLAND ELEC 1355 GREG	ELECTRICAL	\$81,000.00	SPARKS	KENNY MCNUTT <a href="mailto:kennym@highlandel.com">kennym@highlandel.com</a>
#1190	GARDNER HVAC RENOVATION	HVAC UPGRADE	\$102,000.00	CARSON CITY	DANNY ROBINSON <a href="mailto:d robinson@gardnereng.com">drobinson@gardnereng.com</a>
#1191	EBMC HYDRANT REPLACEMENT	FIRE HYDRANT	\$13,135.00	RENO	ANGELA GALLIETT <a href="mailto:angelagalliett@ebmc.com">angelagalliett@ebmc.com</a>
#1192	TMWA SUN VALLEY TEMP SHORING	WATER VAULT	\$15,000.00	SUN VALLEY	KES VITKUS <a href="mailto:kvitkus@tmwa.com">kvitkus@tmwa.com</a>
#1193	NAISBITT 2" WATER SERVICE	WATER	\$53,000.00	SPARKS	RICK WILLIAMS <a href="mailto:rwilliams@naisbittco.com">rwilliams@naisbittco.com</a>
#1194	MARYJO SMART	SEWER	\$18,538.00	RENO	MARY JO <a href="mailto:maryjosmart@yahoo.com">maryjosmart@yahoo.com</a>
#1195	AVALON GEOTHERMAL	LEAK REPAIR	T&M	RENO	MATT ROSENFELD <a href="mailto:matt.rosenfeld@cvrgenergy.com">matt.rosenfeld@cvrgenergy.com</a>
#1196	TMWA 7TH ST HIGH 16" MAIN VALVE ADDITION	WATER	\$360,000.00	RENO	KES VITKUS <a href="mailto:KVITKUS@TMWA.COM">KVITKUS@TMWA.COM</a>
#1197	KILEY KEELEY 1950 VALE ST GAS SERVICE	GAS	\$17,296.00	RENO	KILEY KEELEY <a href="mailto:kiley_ik@icloud.com">kiley_ik@icloud.com</a>
#1198	CITY OF RENO FD BUTLER STREET FIRE HYDRANT	WATER		RENO	NICK MANZO <a href="mailto:manzon@reno.gov">manzon@reno.gov</a>
#1199	ACTION ELECTRIC CHAMPION CHEV SWITCHGEAR		\$110,923.00	SPARKS	CHAD JOHNSON <a href="mailto:chad@actionelectricnv.com">chad@actionelectricnv.com</a>
#1200	PATAGONIA CONCRETE JULIA STUEVE	REPAIR	\$69,458.80	RENO	JULIA STUEVE <a href="mailto:jstueve@rhpinc.net">jstueve@rhpinc.net</a>
#1201	TMWA ARLINGTON BPS	WATER	\$20,644.00	RENO	KES VITKUS <a href="mailto:KVITKUS@TMWA.COM">KVITKUS@TMWA.COM</a>
#1202	JEFF KENDALL WATER REPLACEMENT	WATER	\$20,315.00	RENO	JEFF KENDALL <a href="mailto:pinkyqilmore3@sbcglobal.net">pinkyqilmore3@sbcglobal.net</a>

## 2023 PROJECTS

#1203	TMWA MONTREUX WATER RELOC	WATER	\$433,134.00	RENO	<a href="mailto:Shelley.Huxhold@tmwa.com">Shelley Huxhold shuxhold@tmwa.com</a>
#1204	GOODSELL 4TH STREET		\$441,367.00	RENO	<a href="mailto:RANDY.MCREYNOLDS@ARTISTRYNV.COM">RANDY MCREYNOLDS mcreynolds@artistrynv.com</a>
#1205	SILVER KNOLLS 10405 BOUNDER LEAK REPAIR		\$11,500.00	WASHOE COUNTY	<a href="mailto:DARREN.KITZMILLER@ELEVATEWATERSERVICES.COM">DARREN KITZMILLER elevatewaterservices@gmail.com</a>
#1206	MATT DAY	T&M			<a href="mailto:MATT.DAY@NOIDEA.COM">MATT DAY matt.day@noidea.com</a>
#1207	SWEETENER PARKING LOT		\$129,297.00	RENO	<a href="mailto:Randy.Laniga@sweetenersugglysom">Randy Laniga rlaniga@sweetenersugglysom</a>
#1208	2200 E. NEWLANDS FERNLEY		\$11,313.00	FERNLEY	<a href="mailto:Chad.Johnson@ACITONELECTRICNV.COM">Chad Johnson chad@acitonelectricnv.com</a>
#1209	TMWA STIMGID WELL 1 WASTE BOX		\$10,088.00	RENO	<a href="mailto:JACKIELOU.HEIDELBERGER@TMWA.COM">JACKIELOU HEIDELBERGER jheidelberger@tmwa.com</a>
#1210	TUNNEL RIDGE DRAINAGE REPAIR	T&M		RENO	<a href="mailto:Frank.Tucker33@gmail.com">Frank Tucker ftucker33@gmail.com</a>
#1211	TMWA MT ROSE 5 WELL IMPROVE		\$415,824.00	Mt Rose	<a href="mailto:Shelley.Huxhold@tmwa.com">Shelley Huxhold shuxhold@tmwa.com</a>
#1212	TMWA 7th STREET BOOSTER		\$7,830,000.00	RENO	<a href="mailto:Laura.Rader@tmwa.com">Laura Rader lrader@tmwa.com</a>
#1213	NV ENERGY 875 LONG ST CARSON CITY		\$9,206.00	CARSON CITY	<a href="mailto:Vic.Albiniano@NVENERGY.COM">Vic Albiniano victor.albiniano@nvenergy.com</a>
#1214	TMWA 1ST AND ARLINGTON WATER MAIN REPLACEMENT		\$83,000.00	RENO	<a href="mailto:SHELLEY.HUXHOLD@TMWA.COM">SHELLEY HUXHOLD shuxhold@tmwa.com</a>
#1215	TMWA Shadow Hills PRS Demo		\$45,328.00	VIRGINIA CITY	<a href="mailto:JASON.BARNES@TMWA.COM">JASON BARNES jbarnes@tmwa.com</a>
#1216	SECURITY PUBLIC STORAGE		\$125,000.00	RENO	<a href="mailto:STEVE.TERPSTRA@BACOPROPERTIES.COM">STEVE TERPSTRA sterpstra@bacoproperties.com</a>
#1217	MEADOW WOOD APTS HYDRANT REPLACEMENT		\$9,325.00	RENO	<a href="mailto:WESLEY.TURNER@MWAPTSRENO.COM">WESLEY TURNER wesley@mwaptsreno.com</a>
#1218	VMWC SPRING OVERFLOW		\$16,097.00	VERDI	<a href="mailto:Jeff.Maillard@verdimutualwaterco@gmail.com">Jeff Maillard verdimutualwaterco@gmail.com</a>
#1219	DAVID CORRAO HANGER PAVING IMPROV		\$169,474.00	CARSON CITY	<a href="mailto:DAVID.CORRAO@ATT.NET">DAVID CORRAO dcorrao@att.net</a>
#1220	TMWA MOUNT ROSE 6 UNDERSLAB INVES		\$14,625.00	RENO	<a href="mailto:KES.VITKUS@TMWA.COM">KES VITKUS kvitkus@tmwa.com</a>
#1221	KLEPPE 1" WATER SERVICE		\$38,860.00	SPARKS	DICKSON COMMERCIAL GRP
#1222	CAUGHLIN PUMP PEDISTAL		\$59,437.00		
#1223	85 HUBBARD WAY WATER SERVICE		\$36,708.00	RENO	<a href="mailto:JUAN.ROCHA.MARTINEZ@ICLOUD.COM">JUAN ROCHA MARTINEZ rocha1381@icloud.com</a>
#1224	CH SPENCER OIL SPILL EXCAVATION		\$9,195.00	SPARKS	<a href="mailto:Don.Canepa@chspencer.com">Don Canepa dcanepa@chspencer.com</a>

## 2022 PROJECTS

<u>JOB</u>	<u>NAME</u>	<u>TYPE OF WORK</u>	<u>BID</u>	<u>LOCATION</u>	<u>FOR WHOM</u>
#1133	SNOW REMOVAL & PLOWING	ONGOING		RENO/SPARKS	GREG GERHARDT <a href="mailto:greg@gerhardtandberry.com">greg@gerhardtandberry.com</a>
#1134	BLACK EAGLE CONSULTING	ONGOING		RENO/SPARKS	JESSE MAXIM 775-359-6600
#1135	CORESTONE ENGINEERING 2022	ONGOING		RENO/SPARKS	VIMAL VIMALARAJ <a href="mailto:vimal@corestoneengineering.com">vimal@corestoneengineering.com</a>
#1136	NAISBITT 2022	ONGOING		RENO/SPARKS	RICK WILLIAMS <a href="mailto:rwilliams@naisbittco.com">rwilliams@naisbittco.com</a>
#1137	NEVADA PACIFIC CONSULTING CASCADE PAVERS	PAVERS	\$115,000.00	INCLINE VILLAGE	ERIC MABRY <a href="mailto:eric@nevadapacific.com">eric@nevadapacific.com</a>
#1138	CITY OF RENO - ROSEWOOD WASH DRAINAGE IMPROVEMENT PROJECT	STORM DRAIN	\$2,048,385.90	RENO	STEVE GAMILIS <a href="mailto:gamiliss@reno.gov">gamiliss@reno.gov</a>
#1139	BOYS & GIRLS CLUB - PENNINGTON GATE RELOCATION	MOVING GATE	\$39,165.00	RENO	MIKE WURM <a href="mailto:mwurm@bqctm.org">mwurm@bqctm.org</a>
#1140	NEVADA PACIFIC CONSULTING PONDEROSA RETAINING WALL	EARTHWORK		INCLINE VILLAGE	ERIC MABRY <a href="mailto:eric@nevadapacific.com">eric@nevadapacific.com</a>
#1141	B. MURPHY - ROCK CHUCK GAS	GAS	T&M	RENO	BRIAN MURPHY <a href="mailto:brian@bmcdrreno.com">brian@bmcdrreno.com</a>
#1142	RIVERBELLE 2022	ONGOING		VERDI	GREG RADERY 775-393-0653
#1143	ACTION ELECTRIC 2022	ONGOING		SPARKS	LARRY NISTLER <a href="mailto:larry@actionelectricnv.com">larry@actionelectricnv.com</a>
#1144	FSR- SIERRA GARDENS HOA FIRE HYDRANT REPAIRS	FIRE HYDRANT REPAIR	\$8,250.00	RENO	MARIAN YOUNG <a href="mailto:marian.young@fsresidential.com">marian.young@fsresidential.com</a>
#1145	STONEGATE- ACCESS ROAD T&M	EARTHWORK	T&M	WASHOE COUNTY	MICHAEL BARNES <a href="mailto:mbarnes@stonegatereno.com">mbarnes@stonegatereno.com</a>
#1146	CITY OF SPARKS T&M 2022	ONGOING		SPARKS	ASHLEY ELSON <a href="mailto:aelson@cityofsparks.us">aelson@cityofsparks.us</a>
#1147	TMWA- EASTMAN DITCH REPAIRS	DITCH REPAIRS	\$19,330.00	SPARKS	ERIC MOTHERHEAD <a href="mailto:emothershead@tmwa.com">emothershead@tmwa.com</a>
#1148	BOYS & GIRLS CLUB- SNOWMELT & BOILERS	WATER	\$585,642.00	RENO	MIKE WURM <a href="mailto:mwurm@bqctm.org">mwurm@bqctm.org</a>
#1149	OCHOA DEVELOPMENT- POTHOLING & TREE REMOVAL	POTHOLING & TREE REMOVAL	TBD	RENO	GLEN YAMAMOTO <a href="mailto:glen.yamamoto@gmail.com">glen.yamamoto@gmail.com</a>
#1150	IRELAND- 235 JUNIPER HILL RD. SEWER SEWER LATERAL	SEWER	\$12,750.00	WASHOE COUNTY	KELLY IRELAND <a href="mailto:kelly.ireland@cbtechinc.com">kelly.ireland@cbtechinc.com</a>
#1151	SHAW ENGINEERING POTHOLING	POTHOLING	T&M	RENO	CODY BLACK <a href="mailto:cody@shawengineering.com">cody@shawengineering.com</a>
#1152	HULL- VULGAMORE GAS SERVICE (CANCELLED BY OWNER)	GAS SERVICE	\$28,178.75	RENO	JASON HULL <a href="mailto:jhull.rtl@gmail.com">jhull.rtl@gmail.com</a>
#1153	WCSD- REPAIR OF CONCESSION SEWER LINE AT REED H.S.	SEWER LINE	\$35,412.00	SPARKS	WCSD PURCHASING DEPT. <a href="mailto:solicitations@washoeschools.net">solicitations@washoeschools.net</a>
#1154	HIGHFIELD - 1155 W HWY 40 WATER	WATER	\$144,025.00	VERDI	GLEN HIGHFIELD <a href="mailto:pamhighfield@aol.com">pamhighfield@aol.com</a>
#1155	CITY OF FERNLEY - WEST LIFT STATION RECONSTRUCTION	WATER	\$1,499,873.00	FERNLEY	KARI WEITZEL <a href="mailto:kweitzel@cityoffernley.org">kweitzel@cityoffernley.org</a>
#1156	TMWA- 21-22 PRS IMPROVEMENTS	WATER	\$2,434,691.00	RENO	LAURA RADER <a href="mailto:lrader@tmwa.com">lrader@tmwa.com</a>
#1157	TOWN OF MINDEN- 2022 WATERLINE REPLACEMENT	WATER	\$2,260,474.00	MINDEN	ALICIA DICKERSON <a href="mailto:adickerson@douglasrv.us">adickerson@douglasrv.us</a>
#1158	CITY OF SPARKS- CATCH	STORM DRAIN	\$10,660.00	SPARKS	KEVIN PORTER

## 2022 PROJECTS

BASIN REPLACEMENT					<a href="mailto:kporter@cityofsparks.us">kporter@cityofsparks.us</a>
#1159	CITY OF SPARKS- VAULT LID AT D'ANDREA & VISTA	WATER	\$11,063.00	SPARKS	KEVIN PORTER <a href="mailto:kporter@cityofsparks.us">kporter@cityofsparks.us</a>
#1160	TANAMERA CONSTRUCTION- ANDREA ST. SEWER	WATER	\$295,620.00	RENO	JARED NORTHON <a href="mailto:jnorthon@tcenv.com">jnorthon@tcenv.com</a>
#1161	CME POTHOLING	POTHOLING		T&M RENO/SPARKS	NICHOLAS ANDERSON <a href="mailto:nanderson@cmenv.com">nanderson@cmenv.com</a>
#1162	NATIONAL AUTO MUSEUM NAM BACKFLOW	WATER	\$97,407.50	RENO	BJ SULLIVAN <a href="mailto:bj@clarsullivan.com">bj@clarsullivan.com</a>
#1163	WCCS MONITORING WELL MODIFICATION	WATER		T&M RENO/SPARKS	BRIAN BASS <a href="mailto:BBass@washoecounty.gov">BBass@washoecounty.gov</a>
#1164	TMWA 5th, 6th, 7th, AND G ST	WATER	\$687,552.00	SPARKS	STEVE VOLK <a href="mailto:Svolk@tmwa.com">Svolk@tmwa.com</a>
#1165	TMWA SPANISH SPRINGS 1 PRESSURE	WATER	\$1,451,908.00	SPARKS	Kelly McGlynn <a href="mailto:kmcglynn@tmwa.com">kmcglynn@tmwa.com</a>
#1166	TOWN OF MINDEN US 395 WATER MAIN REPL	WATER	\$691,038.00	MINDEN	JD Frisby <a href="mailto:jfrisby@douglasnv.us">jfrisby@douglasnv.us</a>
#1167	TMWA THOMAS CREEK WELLHOUSE	WATER	\$3,264,511.00	RENO	Ben Jesch <a href="mailto:bjesch@tmwa.com">bjesch@tmwa.com</a>
#1168	TMWA MAG METERS	WATER	\$50,691.25	RENO	David Diegle <a href="mailto:Ddiegle@tmwa.com">Ddiegle@tmwa.com</a>
#1169	CITY OF RENO FIRE HYDRANT REPLACEMENT	HYDRANT REPAIR		T&M RENO	NICK MANZO <a href="mailto:manzon@reno.gov">manzon@reno.gov</a>
#1170	401 FLINT ST GAS ABANDONMENT (BLC BUILDERS)		\$17,040.00	RENO	<a href="mailto:JKOCKROW@BLCBUILDERS.COM">JKOCKROW@BLCBUILDERS.COM</a>
#1171	MANOQUE GATE	ELECTRICAL	\$45,032.00	RENO	CHAD JOHNSON <a href="mailto:chad@actionelectric.com">chad@actionelectric.com</a>
#1172	SKMWC LEAK REPAIR	WATER		T&M RENO	
#1173	FERRIS GAS SERVICE J. PUZEY	GAS	\$16,524.00	RENO	Jim Puzey <a href="mailto:puzey@puzeylaw.com">puzey@puzeylaw.com</a>
#1174	TMWA CHALKBLUFF ERIC MOTHERSHEAD	WATER	\$22,308.00	RENO	ERIC MOTHERSHEAD <a href="mailto:emothershead@tmwa.com">emothershead@tmwa.com</a>
#1175	GARDNERVILLE WATER MAIN WATERLINE REPAIR	WATER	\$35,000.00	GARDNERVILLE	
#1176	TMWA QUAIL BOISE GREENBRA WATER REPLACEMENT		\$699,582.00	SPARKS	Steve Volk, PE <a href="mailto:svolk@tmwa.com">svolk@tmwa.com</a>
#1177	CYRQ ENERGY L LEAK REPAIR	WATER	\$25,000.00	RENO	Avalon - Matt Rosenfeld <a href="mailto:matt.rosenfeld@cyrgenergy.com">matt.rosenfeld@cyrgenergy.com</a>
#1178	LOGIC CRE BARING HYDRANT REPLACE	WATER	\$13,135.00	SPARKS	Logic - Ian Cochran <a href="mailto:iancockran@logiccre.com">iancockran@logiccre.com</a>

**NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding Five Percent (5%) of Bid Amount**

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding five percent (5%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

Prime Contractor's Name, Address & Phone No.	Nevada Contractor License No./License Limit
GERHARDT & BERRY CONSTRUCTION PO Box 51749 SPARKS, NV 89435	10813A
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: PIPELINE, ALL OTHER WORK	70%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
WESTERN NV SUPPLY	007722 / \$250,000
Kind of Work/Supplies	% of Work/Supplies
PIPE & APPURTENANCES	100%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
WEST COAST PAVING 70 BOX 1942 RENO, NV 89511	50397A
Kind of Work/Supplies	% of Work/Supplies
PAVING	20%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
<del>STELLA METASA CONSTRUCTION</del> W	<del>55505</del> <del>1000000</del>
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies



**NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding One Percent (1%) of Bid Amount or \$50,000, whichever is greater (Two Hour List)**

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding one percent (1%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

Prime Contractor's Name, Address & Phone No. GELHARDT + BERRY CONSTRUCTION	Nevada Contractor License No./License Limit 1Φ813A / UNLIMITED
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: PIPELINE / ALL OTHER WORK	76%

Subcontractor or Supplier Name, Address & Phone No. WESTERN NV SUPPLY	Nevada Contractor License No./License Limit ΦΦ77212 / \$25Φ.ΦΦΦ
Kind of Work/Supplies	% of Work/Supplies
PIPELINE + APPURTENANCES	1ΦΦ%

Subcontractor or Supplier Name, Address & Phone No. WEST COAST PAVING PO BOX 1042 RENO, NV 89511	Nevada Contractor License No./License Limit 54307A
Kind of Work/Supplies	% of Work/Supplies
PAVING	2Φ%

Subcontractor or Supplier Name, Address & Phone No. <del>SWE</del> <del>PO BOX 54700</del> <del>SPARKS, NV 89435</del> <del>SPARKS, NV 89435</del>	Nevada Contractor License No./License Limit <del>555Φ57A</del> 25565A
Kind of Work/Supplies	% of Work/Supplies
SURRY / STRIPING	3%

Subcontractor or Supplier Name, Address & Phone No. TAP MASTER 1647 WILLOW PASS RD #130 CONCORD, CA 94526	Nevada Contractor License No./License Limit 5Φ4Φ2
Kind of Work/Supplies	% of Work/Supplies
HOT TAP	1%

PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT

I, GREG GERHARDT, on behalf of GERHARDT + BERRY CONSTRUCTION ("Contractor"), hereby certify and affirm under penalty of perjury, for purposes of qualifying for a preference in bidding under Nevada Revised Statutes Chapter 338 on Project No. WA-2024-154, Project Name ALDER AVE WATER MAIN REP ("Project"), that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least fifty percent (50%) of workers employed on the Project (including Subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the Project will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada;
3. At least fifty percent (50%) of the design professionals who work on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
4. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to this Project.

Contractor recognizes and accepts that failure to comply with the requirements herein shall be a material breach of the contract and entitle the Incline Village General Improvement District ("Authority") to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for preference in bidding for five (5) years and/or the ability to bid on any contracts for public works for one (1) year pursuant to NRS Chapter 338.

Signature: *Greg Gerhardt*

Print Name: GREG GERHARDT

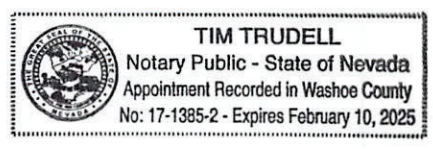
Title: PRESIDENT Date: 3/14/2024

State of NEVADA )

)ss.

County of WASHOE )

This instrument was acknowledged before me on 14<sup>TH</sup> day of MARCH, 2024, by GREG GERHARDT (name of person making statement).



*Tim Truella*  
Notary Signature

NOTARY STAMP

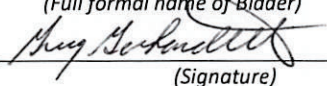
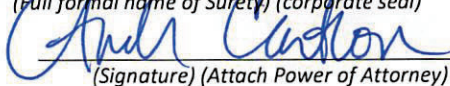


(SEE ATTACHED)

**BID BOND**

<b>Bidder</b> Name: Address (principal place of business):	<b>Surety</b> Name: Address (principal place of business):
<b>Owner</b> Name: <b>Incline Village GID</b> Address (principal place of business): <b>Public Works Department</b> <b>1220 Sweetwater Road</b> <b>Incline Village, NV 89451</b> <b>775-832-1267</b>	<b>Bid</b> Project (name and location):  Bid Due Date:
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b>	<b>Surety</b>
_____	_____
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
By: _____	By: _____
(Signature)	(Signature) (Attach Power of Attorney)
Name: _____	Name: _____
(Printed or typed)	(Printed or typed)
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	(Signature)
Name: _____	Name: _____
(Printed or typed)	(Printed or typed)
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## BID BOND

<b>Bidder</b> Name: Gerhardt & Berry Construction, Inc.  Address (principal place of business): 2134 Kleppe Lane Sparks, NV 89431	<b>Surety</b> Name: Great American Insurance Company  Address (principal place of business): 301 E Fourth Street Cincinnati, OH 45202
<b>Owner</b> Name: <b>Incline Village GID</b>  Address (principal place of business): <b>Public Works Department</b> <b>1220 Sweetwater Road</b> <b>Incline Village, NV 89451</b> <b>775-832-1267</b>	<b>Bid</b>  Project (name and location): Alder Avenue Water Main Replacement IVGID Project No. 2299WS1802 PWP No. WA-2024-157 Northwood Ave & Alder Ave Incline Village  Bid Due Date: 3/14/2024
<b>Bond</b> Bond Amount: <b>[Amount]</b> Five Percent of Total Amount Bid (5% of Total Amount Bid) Date of Bond: <b>[Date]</b> February 16, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Gerhardt & Berry Construction, Inc. <small>(Full formal name of Bidder)</small>	Surety Great American Insurance Company <small>(Full formal name of Surety) (corporate seal)</small>
By: <u></u> <small>(Signature)</small>	By: <u></u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>GREG GERHARDT</u> <small>(Printed or typed)</small>	Name: <u>Andrea Cantlon</u> <small>(Printed or typed)</small>
Title: <u>PRESIDENT</u>	Title: <u>Attorney-In-Fact</u>
Attest: <u></u> <small>(Signature)</small>	Attest: <u></u> <small>(Signature)</small>
Name: <u>TIM TAWELL</u> <small>(Printed or typed)</small>	Name: <u>Jeanette Riviera</u> <small>(Printed or typed)</small>
Title: <u>PM / ESTIMATOR</u>	Title: <u>Witness</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 21731

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NICK ROSSI	ALL OF	ALL
TERI WOOD	RENO, NEVADA	\$100,000,000
PATRICIA OWENS		
ANDREA CANTLON		
CAREY MORGAN		
SHELLY DEMARAY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3RD day of MAY 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph L. C. B.*  
Assistant Secretary

*Mark V. Vicario*  
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 3RD day of MAY, 2022

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of February 2024



*Steph L. C. B.*  
Assistant Secretary

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

GERHARDT & BERRY CONSTRUCTION, INC.

Nevada Business Identification # NV19721001979

Expiration Date: 03/31/2025

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**



Certificate Number: B202402274394203

You may verify this certificate  
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed the Great Seal of State, at my  
office on 02/27/2024.

A handwritten signature in black ink that reads "FVAguilar".

FRANCISCO V. AGUILAR  
Secretary of State



www.nscb.nv.gov

# STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**GERHARDT & BERRY CONSTRUCTION INC**

Licensed since August 28, 1972

License No. **0010813A**

Is duly licensed as a contractor in the following classification(s):

A General Engineering

**PRINCIPALS:**

GREG GERHARDT, President, QI  
SHARLA GERHARDT,  
Secretary/Treasurer

LIMIT: Unlimited  
EXPIRES: 08/31/2024

  
Chair, Nevada State Contractors Board



# NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-19-0015

**GERHARDT & BERRY CONSTRUCTION INC** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 0010813A ORIGINAL ISSUE DATE: 08/28/1972 BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON SEPTEMBER 1, 2023 AND EXPIRES ON AUGUST 31, 2024, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



*Susan Broili Kamesch*  
SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE 8.11.2023  
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between the **Incline Village General Improvement District** (“Owner” or “IVGID”) and **Gerhardt & Berry Construction, Inc.**, a Domestic Corporation (“Contractor”). This Agreement will be effective on **April 11, 2024** (which is the Effective Date of the Contract). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of approximately 1,000 linear feet of 8-inch water main, fire hydrants, air release valve, tapping of existing 8-inch water main along Alder Avenue, and asphalt pavement restoration, all within the residential area of Incline Village, NV. Work also includes the abandonment of existing 8-inch water main (steel).**

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Alder Avenue Water Main Replacement**

## ARTICLE 3—ENGINEER

- 3.01 IVGID’s Engineering Division is to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by DOWL the IVGID Engineering Division.

## ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The OWNER anticipates issuing the Notice to Proceed on or about **April 15, 2024**.
- 4.02 4.03 *Contract Times: Days*
- A. The Work will be substantially complete within **75** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90** days after the date when the Contract Times commence to run. Final Completion must be before **October 15, 2024**.

#### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work as shown on the Bid Form. The total estimated Contract Price is **Four Hundred Eighty-Three Thousand Six Hundred and Four Dollars (\$483,604.00)**.
- The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment, as recommended by Engineer, on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. Ninety-five percent (95%) of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
    - b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-seven and one-half percent (97.5%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, and as recommended by Engineer, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of six percent (6%) per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Contractor's Bid dated March 14, 2024.

3. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  4. General Conditions.
  5. Supplementary Conditions.
  6. Specifications as listed in the table of contents of the project manual (copy of list attached).
  7. Drawings (not attached but incorporated by reference) consisting of 15 sheets with each sheet bearing the following general title: Alder Avenue Water Main Replacement.
  8. Addendum 1.
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award (**None**).
    - b. For all projects over \$100,000, State of Nevada Prevailing Wage Rates, Washoe County, current edition as of Award date of project.
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, in the Supplementary Conditions.

SIGNATURES ON FOLLOWING PAGE.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

**OWNER:**  
**INCLINE VILLAGE G. I. D.**  
**Agreed to:**

\_\_\_\_\_  
Trustee Sara Schmitz, Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee Michaela Tonking, Secretary

\_\_\_\_\_  
Date

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District Legal Counsel

\_\_\_\_\_  
Date

**CONTRACTOR:**  
**Gerhardt & Berry Construction, Inc.**  
**Agreed to:**

By:   
\_\_\_\_\_  
Signature of Authorized Agent

**GREG GERHARDT**  
\_\_\_\_\_  
Print or Type Name and Title

**4/2/2024**  
\_\_\_\_\_  
Date

If CONTRACTOR is a Corporation, attach evidence of authority to sign.



**NOTICE TO PROCEED**

---

<b>Owner:</b>	<b>Owner's Contract No.:</b>
<b>Contractor:</b>	<b>Contractor's Project No.:</b>
<b>Engineer:</b>	<b>Engineer's Project No.:</b>
<b>Project:</b>	<b>Contract Name:</b>
	<b>Effective Date of Contract:</b>

---

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [\_\_\_\_\_, 20\_\_] [*see Paragraph 4.01 of the General Conditions*]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_.

Before starting any Work at the Site, Contractor must comply with the following:  
*[Note any access limitations, security procedures, or other restrictions]*

---

Owner:

\_\_\_\_\_  
Authorized Signature

By:

Title:

Date Issued:

Copy: DOWL



## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Incline Village General Improvement District</p> <p>Mailing address <i>(principal place of business)</i>:                  Public Works Division; 1220 Sweetwater Road; Incline Village, NV 89451</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>: _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner

to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
  9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
  11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
  12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
  14. Definitions
    - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
    - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
    - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
    - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
    - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
  15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.





## SECTION 7 - PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner: Incline Village General Improvement District</b></p> <p>Mailing address <i>(principal place of business)</i>:                  Public Works Department; 1220                  Sweetwater Road, Incline Village, NV                  89451</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>: _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract,

whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;
    - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    - 16.1.7. The total amount of previous payments received by the Claimant; and
    - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
  - 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**



**CERTIFICATE OF SUBSTANTIAL COMPLETION**

<b>Owner:</b>	<b>Owner's Contract No.:</b>
<b>Contractor:</b>	<b>Contractor's Project No.:</b>
<b>Engineer:</b>	<b>Engineer's Project No.:</b>
<b>Project:</b>	<b>Contract Name:</b>

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

All Work  The following specified portions of the Work:

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<b>EXECUTED BY ENGINEER:</b>		<b>RECEIVED:</b>		<b>RECEIVED:</b>	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____



# GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

See SC-1.01

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
  - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.



## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. ~~*Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.~~
- C. ~~*Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

See SC-2.01

### 2.02 *Copies of Documents*

- A. ~~Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.~~

See SC-2.02

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. ~~Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.~~

See SC-3.01

- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

#### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract

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Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. ~~In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

See SC-4.01

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

#### 4.03 *Reference Points*

- A. ~~Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work.~~ Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

See SC-4.03

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

See SC-4.04

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;
  3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.



**ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

See SC -5.02

- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by,

or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. ~~*Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~

See SC-5.03

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. The contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

See SC-5.03

5.04 *Differing Subsurface or Physical Conditions*

- A. ~~*Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:~~
- ~~1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;~~
  - ~~2. is of such a nature as to require a change in the Drawings or Specifications;~~
  - ~~3. Differs materially from that shown or indicated in the Contract Documents; or~~
  - ~~4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;~~

~~then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.~~

See SC-5.04

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

See SC-5.04.E.4

- ~~4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.~~
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

## 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. Verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. ~~Reports and Drawings~~: The Supplementary Conditions identify:

- ~~1. Those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;~~
- ~~2. Drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
- ~~3. Technical Data contained in such reports and drawings.~~

- ~~B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~
- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
  - ~~2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
  - ~~3. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

See SC-5.06

- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.



## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

See SC-6.02

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities

identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

See SC-6.02

- L. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- M. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- N. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- O. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

### 6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

See SC-6.03

- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  1. include at least the specific coverages required;
  2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. As to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

See SC-6.03

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. ~~*Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.~~

See SC-6.04

- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to

Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

## ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

### 7.01 *Contractor’s Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.
- C. The contractor shall notify the Owner and Engineer immediately upon a proposed change to the means and methods for completing the project work if the proposed means and methods are different than as allowed for in the contract documents as accepted at the bid award. The Contractor shall notify the owner in writing PRIOR to starting any worked by means and methods that vary from the original documents.

### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor’s employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor’s own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

See SC-7.04

#### 7.05 *“Or Equals”*

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) has a proven record of performance and availability of responsive service; and
      - 4) is not objectionable to Owner.
    - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and



- 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    - a. will certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design;
      - 2) be similar in substance to the item specified; and
      - 3) be suited to the same use as the item specified.

- b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

See SC-7.07

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

See SC-7.09

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

See SC-7.11

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

See SC-7.13

- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the

Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.



5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

See SC-7.18

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
  - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
  - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
  - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

See SC-9.12

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.



E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. ~~Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.~~

See SC-10.05

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

See SC-10.07

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

See SC-11.03.B

- B. If Owner has issued a Work Change Directive and:
  - 1. ~~Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.~~
  - 2. ~~Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.~~

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

- B. An adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to

each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

See SC-11.07.D & E

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

See SC-11.08.C

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

See SC-11.09.B

#### B. *Change Proposal Procedures*

- 1. ~~*Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.~~
- 2. ~~*Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.~~
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
  - D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

See SC-12.01.B

- B. *Submittal of Claim:* ~~The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal.~~ The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.



4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
    - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
  - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
  - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

#### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
  - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
    - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
  - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
  - 3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required

by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

### **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

#### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

*B. Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*C. Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.



3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all duly pending Change Proposals and Claims; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not

limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or



Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. If no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

See SC-17.02

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**END OF GENERAL CONDITIONS**



# SECTION 10 - SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## Article 1—DEFINITIONS AND TERMINOLOGY

SC-1.01. Renumber Paragraph 1.01.A.38 to 1.01.A.38.a, and add the following new paragraph:

- A. 1.01.A.38.b. Specialist—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

## Article 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

### 2.02 *Copies of Documents*

SC-2.02 Amend Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor hard copies of the Contract Documents as are reasonably necessary, with a maximum of five (5) sets, for execution of the work. Additional copies will be furnished, upon request, at the cost of production.

## Article 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

#### Article 4—**COMMENCEMENT AND PROGRESS OF THE WORK**

##### 4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01. Delete the third sentence of Paragraph 4.01.A in its entirety.

##### 4.03 *Reference Points*

SC-4.03. Delete the first sentence of Paragraph 4.03.A in its entirety.

##### 4.04 *Progress Schedule*

SC-4.04. Add the following new paragraphs to the end of Paragraph 4.04.B:

4.04.C. The Contractor shall submit a construction schedule within ten (10) days of Notice of Award. Thereafter, the Contractor shall submit an updated construction schedule every month.

4.04.D. Contractor shall comply with the requirements of Washoe County Development Code Division 4, Article 414, "Noise and Lighting Standards" in the performance of the Work. However, NO equipment operation, including "warm up," shall occur prior to 8:00 a.m. nor after 7:00 p.m., excluding Saturdays, Sundays, and holidays recognized by Owner. The Engineer shall have final say as to the adequacy of the equipment for other than day use, and no additional payment shall be made to Contractor for the rental of equipment to meet these limitations.

#### Article 5—**SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

##### 5.02 *Use of Site and Other Areas*

SC-5.02. Add the following language to the end of Paragraph 5.02.A.1:

Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the Site.

##### 5.03 *Subsurface and Physical Conditions*

SC-5.03. Delete Paragraph 5.03.C in its entirety and insert the following in its place:

5.03.C Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site is as follows:

5.03.C.1. No subsurface explorations and/or tests have been performed. The Contractor shall have full responsibility with respect to subsurface conditions at the sites.

5.03.C.2. Similar work in Incline Village has uncovered existing OD steel water mains with pipe wrap manufactured with asbestos-containing materials (ACM). Testing has indicated ACM pipe wrap discovered was in a non-friable state. The Contractor shall have full responsibility with respect to state and federal laws on handling and disposal of materials encountered for this work. No additional compensation will be considered for this work.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.C:

5.03.D. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at 1220 Sweetwater Road, Incline Village, NV during regular business hours, or may request copies from Engineer at the cost of reproduction.

5.03.E. The Contractor shall verify the locations and dimensions of all existing equipment and structures, whether shown on the plans or not, and shall have full responsibility with respect to physical conditions in or relating to such structures and equipment.

5.03.F. Contractor is advised that the Lake Tahoe basin is known for large rocks and boulders buried under the surface, and it is common to find boulders within the work area.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04.A in its entirety and insert the following in its place:

5.04.A. Notice by Contractor: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site differs materially from conditions ordinarily encountered in the Tahoe Basin and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so. Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

5.04.A.2.a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by becoming bound under a negotiated contract, or otherwise; or

5.04.A.2.b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

5.04.A.2.c. Contractor failed to give the written notice as required by SC-5.04.A.

SC-5.04 Delete Paragraph 5.04.E.4 in its entirety and insert the following in its place:

5.04.E.4 Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 7 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question-

5.06 *Hazardous Environmental Conditions*

SC-5.06. Delete Paragraphs 5.06.A and Paragraph 5.06.B in their entirety and insert the following in their place:



5.06.A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner.

## Article 6—**BONDS AND INSURANCE**

### 6.02 *Insurance—General Provisions*

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.A:

6.02.A.1. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have an A.M. Best’s rating of no less “A (FSC-VII).”

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.J:

6.02.K. Contractor shall furnish properly executed certificates of insurance to Owner prior to commencement of Work under this agreement. Such certificates shall: clearly evidence all coverage required herein, including specific evidence of an endorsement naming Owner and Engineer as an additional insured, as well as all exclusions to the policies; indicate whether coverage provided is on a claims-made or occurrence basis; provide that such insurance shall not be materially changed, terminated or allowed to expire except on 30 days prior written notice to Owner; and be forwarded to: IVGID Engineering Division, 1220 Sweetwater Road, Incline Village, NV 89451. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, employees or volunteers.

### 6.03 *Contractor’s Insurance*

SC-6.03. Add the following new paragraphs immediately following Paragraph 6.03.A:

6.03.A.1. Workman's Compensation: It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

6.03.A.2. General Liability: Contractor shall purchase General Liability including appropriate Auto Liability with a \$2,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.

6.03.A.3. Commercial Insurance: Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Contractor shall have a Certificate of Insurance issued to the Incline Village General Improvement District naming it as additional insured, indicating coverage types amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.C:

6.03.D. Deductible and/or Self-Insured Retention (SIR)

1. Any deductible and/or SIR must be declared to and approved by the Owner. The District reserves the right to request additional documentation (financial or otherwise) prior to giving its approval of the deductible and/or SIR and prior to executing the underlying Agreement. Any changes to the deductible and/or SIR made during the term of this Agreement or during the term of any policy, just be approved by the Owner prior to the change taking effective.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

Article 7—**CONTRACTOR'S RESPONSIBILITIES**

7.01 Add the following after paragraph 7.01B

7.01.C **Means and methods.** The contractor shall notify the Owner and Engineer immediately upon a proposed change to the means and methods for completing the project work if the proposed means and methods are different than as allowed for in the contract documents as accepted at the bid award. The Contractor shall notify the owner in writing PRIOR to starting any worked by means and methods that vary from the original documents.

7.03 Add the following after paragraph 7.03.C:

7.03.D **Working Hours.** Working hours shall be limited to 8:00 a.m. to 5:30 p.m. Monday through Friday unless otherwise directed by Owner. No equipment operation, including "warm up", refueling or maintenance, shall occur outside these hours. Contractor shall not permit the performance of work outside these hours without Owner's written consent given after prior written notice to Engineer.

CONTRACTOR shall comply with all local and regional Noise Ordinances in the performance of the work. The ENGINEER shall have final say as to the adequacy of the equipment for other than day use and no additional payment shall be made to CONTRACTOR for the rental of equipment to meet these limitations.

Documented instances of noise producing activities by the CONTRACTOR outside of the permitted working hours shall result in a written warning for the first offense and a \$500 penalty for each subsequent offense.

CONTRACTOR understands that water service to any property cannot be interrupted for more than four (4) hours. No interruption is allowed on weekends or holidays. Water service interruptions to businesses shall not occur during business hours without consent of the business owner. CONTRACTOR must notify IVGID at least 72-hours in advance of disrupting water service and any affected resident(s) or businesses at least 48 hours in advance. CONTRACTOR is responsible for notification to affected customers and businesses. IVGID will supply CONTRACTOR with a list of addresses to notify, and supply door hangers. CONTRACTOR is responsible for filling out each door hanger and hanging or securing the

notices on the front door of each residence or business. CONTRACTOR will make every effort to speak with the customer(s) in person regarding the interruption of service. These requirements may necessitate work during the weekends or evenings. No additional payment will be made to CONTRACTOR because of these conditions.

**7.04 Services, Materials, and Equipment**

SC-7.04. Add the following new paragraph to the end of Paragraph 7.04.C:

7.03.D. Any materials or work not meeting Contract requirements shall be resubmitted to the Engineer or reconstructed at the Contractor's expense. Contractor is to be aware of District's Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

**7.07 Services, Materials, and Equipment**

SC-7.07. Add the following language at the end of Paragraph 7.07.A:

Contractor shall perform a minimum of 50 percent of the onsite labor with its own employees.

**7.09 Permits**

SC-7.09. Add the following new paragraph to the end of Paragraph 7.09.A:

7.09.B. All permits, licenses, and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified:

1. The CONTRACTOR shall conduct all Work in accordance with the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, whether shown on the plans or not. If the CONTRACTOR fails to follow any requirements which result in a penalty by TRPA to the OWNER, the CONTRACTOR shall be responsible for any costs associated with the penalty.
2. Contractor shall be responsible for dust control throughout all phases of construction. All local ordinances regarding dust control shall be complied with, including the Washoe County Health Department requirements. The responsibility of obtaining the regulations and requirements, including obtaining a Dust Control Permit, if required, and full compliance with such ordinances is solely that of the Contractor.
3. Where required, Contractor to acquire Washoe County Street Cut permits from Washoe County Road Department prior to starting any work. Owner will pay all fees associated with acquiring this permit. Contractor will pay all penalties associated with this permit.

**7.11 Laws and Regulations**

SC-7.11. Add the following new paragraph(s) immediately after Paragraph 7.11.C:

7.11.D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under Paragraph 7.11, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:

7.11.D.1. Prevailing Wage Rates:

7.11.D.1.a. Pursuant to NRS 338.020, hourly and daily rate of wages must not be less than prevailing wage in Washoe County. The most current schedule of prevailing wage rates

as of contract award date, as determined by the Labor Commission of the State of Nevada, is included herein and shall be posted onsite.

7.11.D.2. Fair Employment Practices:

7.11.D.2.a. Pursuant to NRS 338.125, in connection with performance of Work under these Contract Documents, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.11.D.2.b. Contractor further agrees to insert this provision in all subcontracts thereunder except subcontracts for standard commercial supplies or raw materials.

7.11.D.2.c. Any violation of such provision by a Contractor shall constitute a material breach of Contract.

7.11.D.3. Preferential Employment:

7.11.D.3.a. Pursuant to NRS 338.130, Contractor shall give preference in hiring, the qualifications of the applicants being equal: (a) First: To honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; and (b) Second: To other citizens of the State of Nevada.

7.11.D.3.b. If the provisions of NRS 338.130 are not complied with by Contractor, Contract shall be void, and any failure or refusal to comply with any of the provisions of this section shall render any such Contract void.

7.11.D.4, SB 207, Apprenticeship Utilization Act

Contractor shall comply with Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, and as amended by Senate Bill 82, passed in 2023. Refer to [labor.nv.gov](http://labor.nv.gov) for further information.

7.11.E. The Contractor shall submit all certified payroll payrolls electronically via the internet into the Owner's contracted tracking system LCPtracker. This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive. Upon issuance of the Notice to Proceed, the Owner will provide the Contractor with the website addresses and a Login Identification with a password to access the payroll system. The Contractor is responsible for the set-up of access to the payroll system to their subcontractors. Training to utilize the system is available on the LCPtracker website.

7.13 *Safety and Protection*

SC-7.13. Add the following new paragraph immediately after 7.13.G:

7.13.G.1. The following Owner safety program(s) are applicable to the Work:

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to be performed under this Agreement. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

- a. All employees and all other persons who may be affected by the operations of this Agreement.
  - b. All materials and equipment whether in storage on or off the construction site.
  - c. Other property at the construction site or adjacent to the construction site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and progress on the project, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA's Hazard Communication Standards.
3. The Contractor shall designate a responsible member of his/her organization at the construction site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.
4. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any confined space entries to be performed during completion of work under this Agreement. Contractor responsibilities include but are not limited to:
  - a. Review and be familiar with the Owner's online written Confined Space program.
  - b. Review documented information about Owner's confined spaces in which entry is intended. This information includes identified hazards for each permit-required confined space. The Contractor shall be responsible for performing their own hazard assessment prior to any confined space entry.
  - c. Contractor shall have their own confined space entry program. Upon request of the Owner, Contractor will provide a statement confirming they are in compliance with their confined space entry program including requirements for confined space training for employees associated with the Work.
  - d. Be responsible for following all confined space requirements established by the provisions in CFR 1910.146 and its chapters.
  - e. Coordinate entry operations with the Owner when employees from the Contractor will be working in or near confined spaces.
  - f. Debrief the Owner on any hazards confronted or created at the completion of entry operations.

- g. Place signs stating, “Danger, Follow Confined Space Entry Procedures Before Entering” at each confined space to be entered. The Contractor shall never leave a confined space open or unattended.

#### 7.18 *Indemnification*

SC-7.18. Add the following new paragraph immediately after Paragraph 7.18.B:

7.18.C. The Contractor agrees to hold harmless, indemnify and defend Owner, his employees, agents, consultants, or representatives from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or cause of action based on bodily injury, including death, or property damage, including damage to Contractor’s property caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of the Contractor, his employees, agents, representatives or subcontractors arising out of the performance of work under these Contract Documents by the Contractor, or by others under the direction or supervision of the Contractor.

In determining the nature of the claim against Owner, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against Owner.

In the event of a claim or lawsuit against Owner, Contractor shall reimburse Owner for cost of Owner's personnel in defending such actions. Reimbursement for the time spent by such personnel shall be the rate charged for such services by the private sector.

### Article 8—**OTHER WORK AT THE SITE**

No suggested Supplementary Conditions in this Article.

### Article 9—**OWNER’S RESPONSIBILITIES**

#### 9.12 *Owner’s Site Representative*

SC-9.12 Add the following new paragraphs immediately after Paragraph 9.12 of the General Conditions:

#### 9.13 *Owner as Resident Project Representative*

9.13.A. Owner may furnish Project representation during the construction period. The duties, responsibilities, and limitations of authority specified for Engineer in Article 10, Engineer’s Status During Construction, and elsewhere in the Contract Documents will be those of Owner.

9.13.B. In addition to the Resident Project Representative which may be furnished by Engineer, Owner may furnish an Owner’s Site representative to assist Engineer. The responsibilities, authorities, and limitations of authority of Owner’s Site representative will be as specified for Engineer’s Resident Project Representative.

### Article 10—**ENGINEER’S STATUS DURING CONSTRUCTION**

#### 10.05 Determinations for Unit Price Work

SC-10.05. Delete Paragraph 10.05 in its entirety and replace it with the following paragraph:

10.05. The Engineer will have the authority to determine the actual quantities and classifications of the items of Unit Price Work performed by the Contractor, and the written decisions of the Engineer on such matters will be final, binding on the Owner and Contractor, and not subject to appeal (except as modified by the Engineer to reflect changed factual conditions).

#### 10.07 Limitations on Engineer's Authority and Responsibilities

SC-10.07. Add the following new paragraph immediately after Paragraph 10.07.E:

10.07.F. Contractors, Subcontractors, Suppliers, and others on the Project, or their sureties, shall maintain no direct action against Engineer, its officers, employees, affiliated corporations, and subcontractors, for any Claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by Engineer.

### Article 11—CHANGES TO THE CONTRACT

#### 11.03 Work Change Directives

SC-11.03B Delete Paragraphs in 11.03.B.1 and 11.03.B.2 in their entirety and replace it with the following sections:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment prior to starting the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 10 days after issuance of the Work Change Directive.

#### 11.07 *Change of Contract Price*

SC-11.07. Add the following two (2) new paragraph immediately after Paragraph 11.07.C:

11.07.D. In the event Contractor submits request for additional compensation as a result of a change or differing Site conditions, or as a result of delays, acceleration, or loss of productivity, Owner reserves right, upon written request, to audit and inspect Contractor's books and records relating to the Project. Upon written request for an audit, Contractor shall make its books and records available within 14 days of request. Owner shall specifically designate identity of auditor. As part of audit, Contractor shall make available its books and records relating to the Project, including but not limited to Bidding Documents, cost reports, payroll records, material invoices, subcontracts, purchase orders, daily timesheets, and daily diaries. Audit shall be limited to those cost items which are sought by Contractor in a change order or claim submission to Owner.

11.07.E. In absence of an approved contract change order or written authorization, the Contractor shall not be entitled to payment for any changed or Extra Work.

#### 11.08 *Change of Contract Times*

SC-11.08. Add the following new paragraph immediately after Paragraph 11.08.B:

11.08.C. In absence of an approved contract change order or written authorization, the Contractor shall not be entitled to any adjustment of Contract time for any changed or Extra Work.

Article 12—**CLAIMS**

No suggested Supplementary Conditions in this Article.

Article 13—**COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

No suggested Supplementary Conditions in this Article.

Article 14—**TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No suggested Supplementary Conditions in this Article.

Article 15—**PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

No suggested Supplementary Conditions in this Article.

Article 16—**SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.

Article 17—**FINAL RESOLUTIONS OF DISPUTES**

17.02 *Arbitration*

SC-17.02. Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02.A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of NRS, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

SC-17.02.B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

SC-17.02.C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

SC-17.02.C.1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and



SC-17.02.C.2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

SC-17.02.D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

SC-17.02.E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

SC-17.02.F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

#### Article 18—**MISCELLANEOUS**

No suggested Supplementary Conditions in this Article.

**END OF SUPPLEMENTARY CONDITIONS**

**SECTION 00880**  
**WAGE RATE REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. General procedures and requirements for wage rates and certified payroll reports.
- B. Related Sections:
  - 1. Section 01200 – Price and Payment Procedures
  - 2. Section 01330 – Submittal Procedures
  - 3. Section 01999 – Project Forms

**1.02 SUBMITTALS**

- A. Submittals shall be per Section 01330 – Submittal Procedures.
- B. Certified Payroll Forms
- C. Wage Rate Comparison Table

**1.03 WAGE RATES**

- A. The State of Nevada prevailing wage rates apply for this Public Works project, which is located in Washoe County, NV.

Prevailing wage rates may be found at the following website address of the Office of the Labor Commissioner: [Washoe County Region 2024.pdf \(nv.gov\)](#)

- B. The prevailing wages for this project are those that are in effect on the date that the bids are due, including amendments.
- C. A hard copy of the 2024 Prevailing Wage Rates is contained herein.
- D. Wage rate survey
  - 1. The Owner may periodically interview employees of the Contractor for verification that wage rates paid to employees match required wage rates.
  - 2. Surveys shall be conducted confidentially with the Contractor employee.
  - 3. Owner will coordinate acceptable timeframes with the Contractor to conduct surveys.

#### **1.04 WAGE RATE DOCUMENTATION AND SUBMITTAL**

- A. It is the Contractor's responsibility to submit all documentation correctly, completely, and within the allowable timeframe.
- B. General Contractors shall be responsible for ensuring that all documentation submitted by subcontractors is correct, complete, and submitted within the allowable timeframe.
- C. Certified payrolls must be timely submitted and must report and certify, at a minimum, the following:
  - 1. Worker's Name
  - 2. Classification
  - 3. Hours worked
  - 4. Rate of pay
  - 5. Apprentices
  - 6. Bona fide fringe benefits
- D. All certified payrolls must be signed and dated.
- E. Wage rate certification forms

The Labor Commissioner's Weekly Wage and Hour Report for Public Work Contractors Form is available online at the link below. This form is acceptable for project use.

<http://labor.nv.gov/uploadedFiles/labornvgov/content/PrevailingWage/Certified%20Payroll%20Report%20Rev%20%202019.pdf>

- 1. Other forms may be accepted if they contain all of the required information.

If Contractor did not employ any workers for the pay period reported, Contractor must file a Non-Performance form. Non-Performance Form provided by the Labor Commission is linked below and is acceptable for use by the Contractor.

<http://labor.nv.gov/uploadedFiles/labornvgov/content/PrevailingWage/Non-performance%20Payroll.pdf>

#### **1.05 PAYMENT APPLICATION REQUESTS**

- A. Payment application requests will not be paid until all applicable wage rate documentation has been submitted and approved.
- B. Wage rate comparison table shall be submitted and approved prior to payment of initial payment request.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



# STATE OF NEVADA

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## 2024 PREVAILING WAGE RATES WASHOE COUNTY

**DATE OF DETERMINATION: October 1, 2023**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS** - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS** – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**

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<a href="#">Alarm Installer</a> .....	5
<a href="#">Boilermaker</a> .....	6
<a href="#">Bricklayer</a> .....	7
<a href="#">Carpenter</a> .....	8
<a href="#">Cement Mason</a> .....	9
<a href="#">Electrician – Communication Technician</a> .....	10
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<a href="#">Electrician - Wireman</a> .....	14
<a href="#">Elevator Constructor</a> .....	15
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<a href="#">Floorcoverer</a> .....	19
<a href="#">Glazier</a> .....	20
<a href="#">Highway Striper</a> .....	22
<a href="#">Hod Carrier-Brick Mason</a> .....	23
<a href="#">Hod Carrier – Plasterer Tender</a> .....	24
<a href="#">Ironworker</a> .....	26
<a href="#">Laborer</a> .....	29
<a href="#">Lubrication And Service Engineer (Mobile And Grease Rack)</a> .....	30
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<a href="#">Operating Engineer</a> .....	35
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<a href="#">Operating Engineer – Piledriver</a> .....	36
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<a href="#">Tile/Terrazzo Worker/Marble Mason Finisher</a> .....	50
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**NRS section 338.010 subsection (25) “Wages” means:**

- a) The basic hourly rate of pay; and
- b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the worker.

**NRS section 338.035 Bona Fide Fringe Benefits** - Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. “Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS section 338.030.

Please see NRS sections 338.010, 338.020, and 338.035 and Nevada Administrative Code (NAC) sections 338.0097 and 338.092 through 338.100 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

**Job Descriptions for Recognized Classes of Workers**

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC section 338.0095(1)(a) - A worker employed on a public work must be paid the applicable prevailing rate of wage for the type of work that the worker actually performs on the public work and in accordance with the recognized class of the worker.
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner in writing for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any, and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
  - Amendments to the prevailing wage determinations.
  - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

**Zone Rates**

The zone rate has been added to each applicable craft.

**Premium Pay** Premium pay for hours worked in excess of a shift of 8 hours or 12 hours, or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.



Craft: AIR BALANCE TECHNICIAN (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Air Balance Technician Journeyman.....	73.87
Air Balance Technician-Foreman.....	78.26
Air Balance Technician-General Foreman.....	82.65

**ADD ZONE RATE**

In addition to AIR BALANCE rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

**ADD PREMIUM PAY**

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: ALARM INSTALLER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Alarm Installer.....39.90

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

Craft: BOILERMAKER (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Boilermaker.....	72.01
Boilermaker Foreman.....	74.51

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PER DIEM payments and TRAVEL pay shall be paid as follows:

The Contractor shall pay the employee Per Diem in the amount of seventy-five dollars (\$75 .00) per day worked where the job site is 70 miles or more but less than 120 miles from the dispatch point.

For mileage of 120 miles or more, the daily Per Diem amount shall be ninety dollars (\$90.00) per day worked.

Where the job site is over 120 miles or more from the dispatch point, employees shall receive the I.R.S. maximum allowable per mile for transportation between the dispatch point and the job site at the beginning and conclusion of their employment.

Where a job is located two hundred and forty (240) miles or more from the dispatch point, the employee will receive one additional day's Per Diem at the beginning of employment and one additional day's Per Diem at the conclusion of employment.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

Craft: BRICKLAYER (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 1**

Bricklayer Journeyman.....	51.71
Bricklayer Foreman.....	52.96

**ADD ZONE PAY** in addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on road miles of over thirty-five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 35 miles	\$0.00
Zone 2	35 to 75 miles	\$2.50
Zone 3	Over 75 miles	\$8.12

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169.

This shall apply to and cover the work of Brick/Block Masonry, Stone Masonry, Artificial Masonry Marble Masonry.

Craft: CARPENTER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Carpenter Journeyman.....	58.42
Carpenter Foreman.....	62.06
Carpenter General Foreman.....	66.06

**ADD ZONE RATE**

(Building and Heavy Highway and Dam Construction)

In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	Within 75 road miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

**ADD PREMIUM PAY**

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure. All rigging of Carpenters', and Piledrivers' materials.

(2) All heavy, highway and engineering construction, including but not limited to the construction, improvement, modification and demolition of all or any part of the streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and draining systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwaters or rip rap stone or operations incidental to such heavy construction work and whether such work is above or below the water line level.

(3) The character of such work covered by this Agreement shall include but not be limited to all carpenter, concrete form work, shoring, drywall, metal stud, drywall finishing, plaster, scaffold, modular furniture, trade show work, insulation, acoustical, and lathing work on such construction, including but not limited to plastics and such work in connection with new methods of construction or use of materials.

(4) All interior and/or exterior wall finish work, including EIFS and other wet wall finish work.

Craft: CEMENT MASON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Cement Mason - Journeyman.....	51.92
Cement Mason - Foreman.....	55.55

**ADD ZONE RATE**

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	More than 300 miles	\$8.00

**ADD PREMIUM PAY**

OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All work performed after twelve (12) consecutive hours shall be paid at double the hourly rate. All worked performed on Saturdays shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day and the following Friday following Thanksgiving Day, and Christmas

**JOB DESCRIPTIONS**

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.
2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.
3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:  
 Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.  
 Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Communication Technician.....41.13

**JOB DESCRIPTION:**

ELECTRONIC COMMUNICATION TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment; 2016-2017 Prevailing Wage Rates – Washoe County 13
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems.

Craft: ELECTRICIAN LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR  
(Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Electrician-Groundman.....	39.57
Lineman-Journeyman.....	67.30
Lineman-Foreman.....	73.99
Lineman-General Foreman.....	80.76
Lineman-Equipment Man.....	51.75

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Thanksgiving Day and the Friday following, Christmas Day.

**JOB DESCRIPTION:**

Outside, overhead and underground construction and maintenance work on electrical transmission lines, switch yards, substations and distribution systems which shall include:

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment); the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.
2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

The moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly of all electrical materials on race-ways such as ducts, shall be performed by workmen under the Agreement. This shall also include CIC (cable in conduit), CC (coilable conduit), the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of termination and the splicing of such conductors.

Street lighting systems where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.

Installing and maintaining the catenary and trolley work and bonding of rails shall be handled in the same manner as pole line, and steel construction.

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on



the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

Craft: ELECTRICIAN – NEON SIGN (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Electrician Neon Sign Journeyman.....	63.15
Electrician Neon Sign Foreman.....	65.15
Electrician Neon Sign Truck Foreman supervising (4) or more.....	67.65

**ADD PREMIUM PAY**

One and one half (1 ½X) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.

Double (2X) the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

**SHIFT DIFFERENTIAL**

Second Shift (Swing) will be an additional \$1.25 cents per hour.

Third Shift (Graveyard) will be an additional \$1.50 per hour.

HIGH TIME (Working at heights)

1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.75 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$4.00 per hour in addition to their normal rate for a minimum of 4 hours.

**FOREMAN/TRUCK FOREMAN**

1. First employee on the job (TRUCK FOREMAN) must have a CDL and Welder certification and shall be paid \$2.00 per hour in addition to their normal rate of pay.

2. When the first employee on the job (FOREMAN) is supervising (4) or more workers, he or she shall be paid an additional \$2.50 per hour. In addition to their normal rate of pay.

3. When the first employee on the job (TRUCK FOREMAN and FOREMAN) has a CDL and Welder certification and is supervising (4) or more workers, he or she shall be paid an additional \$4.50 per hour. In addition to their normal rate of pay.

**RECOGNIZED HOLIDAYS**

New Year’s Day, Martin Luther King Day, President’s Day unpaid holiday; double time for any hours worked, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve ½ day (4 hours) unpaid holiday; straight time for first four hours worked and double time for hours worked after four hours, Christmas Day.

**JOB DESCRIPTION** Includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs.
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction.
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools.
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair.

**Craft: ELECTRICIAN WIREMAN (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Wireman.....	69.61
Wireman-Cable Splicer.....	75.41
Wireman Forman.....	75.41
Wireman General Foreman.....	81.21

**ADD ZONE RATE**

In addition to ELECTRICIAN-Wireman, rates, add the applicable amounts per hour, calculated from Washoe County Courthouse, Reno Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 to 90 miles	\$8.00
Zone 3	90 miles and over	\$10.00

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For the first eight (8) hours worked on Saturday

Double the regular straight time hourly rate shall be paid for all time:

3. For all hours worked over ten (10) hours in one day or shift.
4. For any hours worked on Sunday
5. For any hours worked on Holidays

**Shift Rates**

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (31.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

\*\*Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admission Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between NECA and Local Union 401, IBEW

All electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heat and power equipment, installation of all raceway systems, including underground conduits and all supports, underground utility conduits, photovoltaic power generation systems, wind power generation systems and geothermal power generating systems. Further all salvage of electrical work shall be included.

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Elevator Constructor-Journeyman Mechanic.....	122.16
Elevator Constructor-Journeyman Mechanic In Charge.....	132.63

**ADD PREMIUM PAY**

Work performed on Construction Work on Saturdays, Sundays and before and after 30 the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement of International Union of Elevator Constructors

The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a forklift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in

Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local’s Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory. The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators

- (d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.
- (e) The erecting of all guide rails.
- (f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.
- (g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
- (h) The setting of all templates.
- (i) All foundations, either of wood or metal, that should take the place of masonry.
- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of temporary cars.
- (s) The setting of all elevator pressure open or pit tanks.
- (t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.
- (v) Landing door entrances.

Craft: FENCE ERECTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Fence Erector.....48.78

**ADD ZONE RATE**

In addition to FENCE ERECTOR rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power-driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level.

Craft: FLAG PERSON (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Flag Person.....46.66

**ADD ZONE RATE**

In addition to FLAG PERSON add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION**

**FLAG PERSON**, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

Craft: FLOOR COVERER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Floor Coverer Journeyman.....	57.40
Floor Coverer Foreman.....	61.14

**ADD PREMIUM PAY**

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Southwest Mountain States Regional Council of Carpenters.

All work in connection with the installation of floor coverings (with the exception of wood floors which are covered by the Master Labor Agreement) such as measuring, cutting, installing, or removal and other preparation for installation of all types of floor covering. All types of floor covering regardless of material (except wood flooring), including but not limited to all types of carpeting, linoleum, vinyl, cork, laminate floors; glue down wood floor applications; rubber, cork, asphalt, linoleum or other types of tile; artificial turf and sports surfaces; any type of resilient flooring such as epoxy, polyurethane or similar materials regardless of how applied; and ceramic tile and stone. Included in the work covered is the application or installation of any type of moisture barrier and any type of underlayment or subfloor in connection with a flooring installation.



Craft: GLAZIER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Glazier Journeyman.....	33.70
Glazier Foreman.....	36.15
Glazier Superintendent.....	37.37

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first two (2) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond ten (10) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

\*Also, if there is less than 10 hours between shifts, the 2nd shift becomes an extension of the 1st shift.

\*Shift Differential: To be paid for all work performed between the hours of 5:30 pm to 5 am and it will be compensated at 10% differential for all hours worked including overtime. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

**20.1 High Pay** – work that is thirty (30) or more feet in height above grade on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift, boom lift), rappelling work, work at slab edge outside the perimeter safety cable or work at slab edge inside the perimeter safety cable if the work being performed puts the employee in a free fall situation because the perimeter safety cable is no longer at or near waist level shall be paid at the rate of one dollar (\$1.00) per hour above the straight time rate for actual hours worked. High time shall be paid in addition to all other premiums involved.

**25.2 Foremen:**

**a)** The selection of the individual to act as foreman shall be at the discretion of the Employer. On outside jobs lasting three (3) days or more and which four (4) workers or more are employed, one (1) foreman will be designated and he shall be paid ten percent (10%) per hour over the highest journeyman Glazier supervised. Inside foreman shall receive ten percent (10%) per hour above the journeyman’s wage scale.

**b)** When a glazier is requested to perform welding on the job site, he/she will be compensated one dollar (\$1.00) over his regular rate of pay. All equipment, including hoods, leather and gloves, will be supplied by the Employer.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and Glazing Contractors Associations of NV and Independent Contractors

General Glazing shall include the layout and setting by hand or with machines, cutting, preparing handling or removal of the following and incidental and supplemental to such work: setter of art glass, prism glass, beveled glass, leaded glass, automobile glass, window glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, and all other types of opaque glass; glass chalk boards, structural glass, tempered and laminated glass, thiokal, neoprene and all other types of glass cements, all types of insulating glass units, solar heat collectors containing glass or glass substitutes, glass hand rail, electric glass, bathroom fixtures, all plastics when used in place of glass, all other similar materials when used in place of moldings, tubber, lead and all types of mastic in wood, iron, aluminum or sheet metal, sash skylights, doors, frames, stone, wall cases, show cases, books cases, sideboards, partitions, automatic doors, automatic sliding doors, revolving doors, luminous ceilings, gaskets, and plastic mirrors, the installation of the above materials, temporary or permanent, on or for any building in the course of repair, remodel, construction or alteration.

The installation of all glass framing or support systems for the same such as extruded, rolled or fabricated metals or any materials that replace the same, such as plastics, metal tubes, mullions, metal facing materials, muttins, facia trim moldings, porcelain panels, skylights, showcase doors and relative materials, including those in any or all of the buildings related to the store front and window wall, curtain wall, stop wall, skylight and dome construction. Glazing and installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, screens storm stash where the glass becomes an integral part of the finished products, the tinting and coating of glass for the reflecting of heat and light, showcase tops, glass shelving of all types and table tops. In addition, such caulking, glass to glass, glass to metal, metal to concrete and panel to panels.

Production, maintenance, including all incidental and supplemental to, but not limited to Employees, and Employees who are engages int eh cutting, preparing, handling and selecting of glass and /or mirror, bevellers, silverers, blockers, scratch polishers, sand-blasters, flat glass wheel cutters, miters cutters, engraver, hole-drilling machine operations, belt sanding, automatic beveling, multi-grove edging machines, semi- and automatic-cutting machines, grinding, polishing unpacking ad racking or glass, glass packing, glass and mirror cleaning, mirror stripping, all operations in the manufacturing, framing and fabrication and assembling of all insulating units, assembling of all glass insulated solar heat collectors containing glass or glass substitutes, molding or mirrors, manufactured and assembly of sliding glass or mirror doors, the operating of all machines and equipment for these operations, oven operations, glass hangers, glass benders and operators, safety glass fabricators, inspectors, janitors, maintenance mechanics, loading and unloading or truck and railroad cars.

Craft: Highway Stripper (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Highway Stripper.....	51.28
Highway Stripper Foreman.....	51.78

**ADD ZONE RATE**

In addition to HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midn ight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

Craft: Hod Carrier-Brick Mason Tender (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Brick Mason Journeyman.....	49.03
Brick Mason Foreman.....	49.43

**ADD ZONE RATE**

In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone Rate	75 miles and over	\$8.13
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**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169

Conveying of all materials used by the Brick and Stone Masons from the first point of delivery to the Mechanic whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift. The handling of Bricks, Blocks, mortar, or any other material to serve the bricklayer in any capacity building and dismantling scaffolds of any kind or type used by Bricklayers for masonry work including but not limited to tower scaffolds, access scaffolds, or other specialty scaffolds, mixing and tempering mortar by hand and/or machine, mixing grout and cleaning up after the bricklayer, the repairing and maintenance of all equipment, either on the job or in the yard.

Craft: Hod Carrier-Plasterer Tender (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plasterer Tender-Journeyman.....	49.37
Plasterer Tender- Gun Tender.....	50.37
Plasterer Tender-Foreman.....	50.73

**ADD ZONE RATE**

In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone Rate	75 miles and over	\$8.00
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**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Plasterers Contractors and LIUNA Local Union 169

Any Employee within the scope of this division tending or serving any other worker performing plasterers work, any plasterer, plasterers, or apprentices in any capacity performing plasterers work including but not limited to, handling and conveying of all materials after delivery used by plasters, including but not limited to, inside finish coat, outside finish coat, brown coat, scratch coat, sprayed or trawled on fireproofing, EIFS systems, and other materials or systems for the same or similar purpose whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift, tusky hoist, and rigging and signaling for cranes to the point or points of application or installation, making mixing and preparing after delivery all materials used by plasters, whether by hand or machine including but not limited to mixers, pumps for plaster or fire proofing, plaster, finish coats, fireproofing, including Monocoat, Cafco or other materials for the same or similar use, moving any rolling scaffolding, building and handling all necessary trestle, scaffolding and planking of scaffolding for plasterers and lathers, building mortar boxes, mortar boards and stands, and the repairing and maintenance of all equipment either on the job or in the yard, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same (in a composite crew with the plasterers when necessary), the cleaning of all floors, and debris, behind the plasterers or any other worker performing plasterers work in connection with the work performed all work necessary for cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters, and running putty.

Tending to plasterers or any other worker performing plasterers work on EFIS system work shall include all work after the wallboard is installed including but not limited to any preparatory sealing or leveling, placing foam, mesh, and plaster including any rough, finish, and color coats.

For sprayed on fire proofing work only, including Monocoat, Cafco or other materials for the same or similar use an Employer signatory to this Agreement and the Local 169, Laborers Master Agreement may employ Laborers at the Group 1 wage rate to perform overspray protection, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same, the cleaning of all floors, and debris, cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters and moving rolling scaffolding.

Craft: Ironworker (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

**SEE AMENDMENT 2**

Ironworker-Journeyman.....	81.01
Ironworker - Foreman.....	85.63
Ironworker -General Foreman.....	90.71

**ADD ZONE RATE**

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall or Las Vegas City Hall.

Zone 1	60 to 75 miles	\$20.00
Zone 2	75 to 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

**ADD PREMIUM PAY**

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB CLASSIFICATION:** Excerpt from Agreement between NV AGC and DC of Ironworkers

Field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to “Cofar”, “Trusdeck”, Mahon “M”; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors,

including supports; cast tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, abeleways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding



processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, ministorages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.

Craft: Laborer (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Landscaper .....	43.37
Furniture Mover .....	44.87
Group 1.....	48.53
Group 1A.....	46.66
Group 2.....	48.63
Group 3.....	48.78
Group 3A.....	52.21
Group 4.....	49.03
Group 4A.....	51.53
Group 5.....	49.33
Group 6	
Nozzlemen, Rodmen.....	48.33
Gunmen, Materialmen.....	48.33
Reboundmen.....	48.68
Gunite Foreman.....	49.73

**ADD ZONE RATE**

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midn ight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

The construction, erection, alteration, repair, modification, demolition, addition, improvement of all building, heavy and highway, utility, industrial and all other type(s) of construction.

**SEE GROUP CLASSIFICATIONS**

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 3**

Lubrication and Service Engineer (mobile and grease rack).....71.43

**ADD ZONE RATE**

In addition to: **LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse.

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.
2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

Craft: Mechanical Insulator (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Mechanical Insulator-Mechanic.....	75.52
Mechanical Insulator-Foreman.....	79.52
Mechanical Insulator-General Foreman .....	81.52

**ADD ZONE RATE**

In addition to MECHANICAL INSULATOR rates add the applicable amounts per DAY, calculated based on a radius figured from Reno City Hall:

Zone 1	0 to 20 miles	\$15.00
Zone 2	21 to 40 miles	\$25.00
Zone 3	41 to 60 miles	\$35.00
Zone 4	Over 60 miles	\$100.00
Zone 4: Up to \$140.00 per day with receipts		

**ADD PREMIUM PAY**

One and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from the Int’l Assoc. of Heat and Frost Insulators and Allied Workers Local 16 and the No. CA Chapter. Western Insulation Contractors Assoc.

- 65. Lining of all mechanical room surfaces and air handling shafts.
- 66. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
- 67. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.
- 68. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.
- 69. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.
- 70. Any finish material which is contiguous to the thermal or acoustical application.
- 71. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.
- 72. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.
- 73. The Agreement shall cover all other work of a specialty nature.

Craft: MILLWRIGHT (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Millwright Journeyman.....	73.97
Millwright Welder.....	76.97
Millwright Foreman.....	78.46
Millwright General Foreman.....	83.40

**ADD ZONE RATE**

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated from Reno, Nevada City Hall. The Employer agrees to provide each employee zone pay as established below if the project is further than forty-five (45) miles calculated via the "shortest route" filter using Google Maps from the address of city hall of respective dispatch points.

Zone 1	Up to 45 Miles	\$0.00
Zone 2	More than 45 miles but less than 101 Miles	\$4.00
Zone 3	101 or more Miles	\$6.00

**ADD PREMIUM PAY**

Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight-time work shall be paid at one and one half (1½) times the straight-time rate of pay. All additional overtime will be paid at two (2) times the straight-time rate of pay.

All work performed on Sunday and Holidays shall be paid at two (2) times the straight-time rate of pay. Any work performed on Labor Day shall be paid at triple (3x) the regular straight time hourly wage rate.

Lodging: If the project is further than forty-five (45) miles calculated via the "shortest route" filter using Google Maps from the address of city hall of the respective dispatch points listed above, the Employer agrees to furnish acceptable single occupancy lodging to each employee. Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, per diem in lieu of room and lodging shall be paid at the rate of one hundred ten dollars (\$110.00) per day, or part thereof, from the date of hire for the project to the date of termination of employment on the project.

**RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters' Millwright Regional Master Construction Agreement.

Section 1.4 Millwright Jurisdiction.

The machinery, equipment, processes and associated components listed below which are identified for the purpose of description only, falls within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights). Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our craft jurisdiction when, to avoid repetition, it is not described in other applications, and such jurisdiction shall be applied to the initial commissioning, maintenance, decommissioning, and recommissioning of all associated machinery and/or equipment.

Section 1.4.1

Millwright craft jurisdiction shall include the loading, unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, moving and setting and removal of skids, welding, burning, erecting, calibrating, precision grouting, supporting, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, biodiesel,

hydrogen, jet, electric, pneumatic, magnetism, adiabatics, diabatics, isothermics, water, hydropnuematics, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind, waste product of any kind or any other source, regardless of whether or not such machinery or equipment is temporarily or permanently installed or located.

#### Section 1.4.2

Millwright craft jurisdiction shall include all activities necessary to: set all engines, motors, dynamos, generators, diesel generators, motor restraints and supports; install, measure and align with optical and/or electronic instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components; the attachment and final connection of the inlet manifolds and exhaust ducts, cylinders, diaphragms, gaskets, containment barriers, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others; perform oil flush; install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, magnetic bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases; perform all precision grouting using the following materials: epoxy, wet, non-shrink, dripacking or other types; perform demineralizing and hydromation; install mechanical dust systems, sensors, air compressors, super charges, coolers, boiler controls and linkage, thermal management systems, Bailey Meters or similar devices and their linkages; installation, maintenance and removal of all instrumentation, gauges, antennae and other communication devices, fluid drives, power drive trains, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches, including the brackets that are attached to, stop logs, dam rollers, transfer cars and gear head motors.

#### Section 1.4.3

The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, installation, removal, servicing, and alignment of hydraulic and pneumatic lifts and passenger boarding bridges, monorail (all sizes), magnetic propulsion systems, trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers and filtration, heat exchanges, grain, ball, hammer, roller mills, pulverizers and others, crushers and beaters, hoppers, bins, chutes and spouts, turn tables, shears, casing machines, robots, air-veyors, conveyors of all sizes, types, and styles regardless of the materials they are constructed with, or mechanically powered conveyances of any type, including their supports, people movers, x-ray and imaging & scanning machines, elevator and platform lifts, dock levelers and locks, roll-up and sectional doors, operable partitions, retractable roofs, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizers, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

#### Section 1.4.4

Sewage, Brackish, Desalination, Water Treatment and Mineral Extraction Plants — the disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, de-gritting equipment, bar screens, communitors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems, ultra violet rack systems, mechanical drive assemblies, conveyors, lines, piping, flanges, brackets, supports, mono rails, gates and setting odor control and detection equipment, (excluding heating, ventilating and air conditioning work). The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed and settling pond cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, pressure cleaning systems & devices, washers for cars, trucks, buses, trains, planes unmanned and autonomous vehicles and other types, hydraulic, servo and pneumatic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors and gates, activation equipment, racks, material handling platforms, access & egress platforms, catwalks,

transition pieces, the handling and installation, of pulleys, gears, fluid couplings, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, magnetic, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, servo actuators, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

Millwright craft jurisdiction on energy generation facilities shall include all loading, unloading, movement, hoisting, preparation, uncrating, preparation of nacelle units prior to installation or removal, installation, setting, removal, alignment, and final torquing and tensioning of any mechanical component used in the generation of power, including any incidental wiring or piping. This shall include all aspects of power trains, drive and tracking systems, elevation and azimuth drives, energy collection optimization systems, all rams, dampers and other stabilization devices, antennae, bearing housing assemblies and units, actuators, pulleys, gears, access points, rotational connections, mounting and alignment of tracks, axles, bearings, rotational joints, or any other device which allows for the automated or manual movement of equipment post-installation, all turbines, and wind, wave and tidal analysis equipment. It shall also include all work associated with energy collection and storage facilities, including the loading, unloading, movement, hoisting, preparation, installation, setting, and alignment of racking systems, torque tubes, modules, batteries, energy storage systems, cooling or control systems, inertia systems or other equipment or machinery, and all incidental wiring or piping thereof.

#### Section 1.4.5

The laying out, fabrication and installation of protecting equipment including: machinery guards; the making and setting of templates for machinery; the fabrication of bolts, nuts, pans; the drilling or creating of holes in machinery for any equipment which the Millwrights install, remove, service or inspect, regardless of material; installation of all methods of access and egress and safety devices whether temporary or permanent; all welding and burning regardless of type; the fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery, including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights; the cleaning or pressure cleaning of machinery; the machining, grinding, milling, broaching, boring, threading, lapping, field machining, technical bolting and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed or handled by the Millwrights, the initial programing of robotics for startup, and the incidental connection and disconnection of machinery and equipment from piping and electrical systems.

#### Section 1.4.6

Rock, sand and gravel plants, mineral processing plants and batch or aggregate plants: Installation, removal and maintenance of all recycling equipment, separators, centrifuges, classifiers, grates, crushers, conveyors, chutes or piping from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways, waterways or elsewhere.

#### Section 1.4.7

When optical instruments such as total stations or similar devices, automatic levels, builder's transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate, set, scan-to-BIM or as-Built measure and verify machines, these tools are considered a tool of the Millwright trade and are to be used by Millwrights to set the equipment or machinery.

#### Section 1.4.8

Incidental asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work.

#### Section 1.4.9

Any new equipment or technology designed to replace any of the equipment described above shall remain in the craft jurisdiction of the Millwrights.

Craft: OPERATING ENGINEER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

**SEE AMENDMENT 3**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	66.41
Group 1A.....	69.17
Group 2.....	69.70
Group 3.....	69.97
Group 4.....	70.71
Group 5.....	71.01
Group 6.....	71.18
Group 7.....	71.43
Group 8.....	72.02
Group 9.....	72.34
Group 10.....	72.69
Group 10A.....	72.88
Group 11.....	73.12
Group 11A.....	74.76
Group 11B.....	75.57
Foreman.....	74.76

Add 12.5% to base rate for "Special" Shift

**Add Operating Engineers Zone Pay**

**Add Premium Pay**

Craft: OPERATING ENGINEER (Union Rate)

STEEL FABRICATOR & ERECTOR

Prevailing wage rates include the base rate as well as all applicable fringes

**SEE AMENDMENT 3**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	81.71
Group 1 Truck Crane Oiler.....	75.54
Group 1 Oiler.....	73.58
Group 2.....	80.20
Group 2 Truck Crane Oiler.....	75.29
Group 2 Oiler.....	73.37
Group 3.....	78.96
Group 3 Truck Crane Oiler.....	75.07
Group 3 Oiler.....	73.15
Group 3 Hydraulic.....	74.74
Group 4.....	77.23
Group 5.....	76.13

Add 12.5% to base rate for "Special" Shift

**Add Operating Engineers Zone Pay**

**Add Premium Pay**



Craft: OPERATING ENGINEER (Union Rate)  
PILEDRIVER

**Prevailing wage rates include the base rate as well as all applicable fringes**  
**SEE AMENDMENT 3**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	81.18
Group 1 Truck Crane Oiler.....	75.72
Group 1 Oiler.....	73.80
Group 2.....	79.64
Group 2 Truck Crane Oiler.....	75.51
Group 2 Oiler.....	73.60
Group 3.....	78.19
Group 3 Truck Crane Oiler.....	75.29
Group 3 Oiler.....	73.37
Group 4.....	76.68
Group 5.....	75.57
Group 6.....	72.29
Group 7.....	73.50
Group 8.....	72.54
Add 12.5% to base rate for "Special" Shift.....	

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in

September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

**JOB DESCRIPTION**, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

Craft: PAINTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Brush/Roller Painter.....	49.79
Spray Painter/Paperhanger.....	51.50
Sandblaster.....	51.55
Structural Steel & Steeplejack.....	51.55
Swing Stage.....	49.30
Special Coating Application-Brush.....	49.35
Special Coating Application-Spray.....	49.35
Special Coating Application-Spray Steel.....	53.29
Foreman.....	\$1.00 above highest Journeyman

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.
2. For any hours worked on Saturday from midnight to midnight
3. For any work performed in excess of the regular work week of forty (40) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

a. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

b. All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.

2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

(c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels, water

colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.

Craft: PILEDRIVER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Piledriver-Journeyman.....	58.92
Piledriver-Welder.....	59.92
Piledriver-Foreman.....	62.61
Piledriver-General Foreman.....	66.67
Tender.....	62.61
Stand-By Diver.....	63.61
Diver-Diving (Wet Pay).....	105.18

**ADD ZONE RATE**

In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	Within 75 miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

Workmen performing outside of the free zones shall receive the appropriate remote area allowance for not less than eight (8) hours per day. Remote area differential shall be considered part of the basic wage rate for the purpose of computing overtime hourly wage rates.

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X). Saturdays up to the first twelve (12) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). No work shall be performed on Labor Day, except to preserve life and property.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION**

**104.1** The Carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. The Carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly and installation and removal of timber decking.

**(a)** In addition to the work identified in Article I, the Pile Divers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Pile Drivers Local Union No. 2375; mechanical forklifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing. . The work includes work on cast & drill holes and operation of the ABI machine.

**(1)** In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

- (2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.
- (3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.
- (4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleafs, interchanges, etc.
- (5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.
- (6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.
- (7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

Craft: PLASTERER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plasterer-Journeyman.....	52.62
Plasterer-Foreman.....	55.93

**ADD ZONE RATE**

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and over	\$8.00

**ADD PREMIUM PAY**

OVERTIME Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 ½) the regular straight time hourly rate shall be paid for all work over eight (8) hours. Sunday will be paid at double the regular straight time rate.

**RECOGNIZED HOLIDAYS**

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

**JOB DESCRIPTION:** Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or toweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

Craft: PLUMBER/PIPEFITTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plumber/Pipefitter-Journeyman.....	71.10
Plumber/Pipefitter-Foreman.....	75.79
Plumber/Pipefitter-General Foreman.....	80.48

**ADD ZONE RATE**

In addition to PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) statute air mile radius of the Elko, Nevada Post Office.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.



Craft: REFRIGERATION MECHANIC (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Refrigeration-Journeyman.....	64.64
Refrigeration -Foreman.....	68.53
Refrigeration -General Foreman .....	72.41

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: ROOFER (Non-Union Rate)  
(Does not include sheet metal roofs)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Roofer-Journeyman.....33.64

**JOB DESCRIPTION**

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials.

**Craft: SHEET METAL WORKERS (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Sheet Metal Worker Journeyman.....	73.87
Sheet Metal Worker Foreman.....	78.26
Sheet Metal Worker General Foreman.....	82.65

**ADD ZONE RATE**

In addition to SHEET METAL rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

**ADD PREMIUM PAY**

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal exterior wall systems, metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

**Craft: SOILS and MATERIAL TESTER (Non-Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Soil Tester (Certified).....	46.81
Soils and Materials Tester.....	46.81

**Craft: SPRINKLER FITTER (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Sprinkler Fitter-Journeyman.....	65.31
Sprinkler Fitter Foreman.....	68.31
Sprinkler Fitter General Foreman.....	70.56

**ADD ZONE RATE**

In addition to SPRINKLER FITTER rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 60 miles	\$0.00
Zone 2	60 to 80 miles	\$23.00
Zone 3	80 to 100 miles	\$33.00
Zone 4	Over 100 miles	\$125.00

**JOB DESCRIPTION**

Installing, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and fire control systems Including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarms systems, also all tanks and pumps connected thereto. Also including shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Craft: SURVEYOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes.**

Rodman/Chainman .....	69.97
Instrumentman.....	71.43
Chief of Party Surveyor.....	72.69

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road mile from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.
2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:  
 Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.  
 Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.
3. For hours worked in excess of 12 on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

**JOB DESCRIPTION** includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

Craft: TAPER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Taper-Journeyman.....	56.76
Taper-Foreman.....	60.83

**ADD ZONE RATE**

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from the Washoe County Courthouse in Reno, Nevada, and shall be paid as follows:

Zone 1	0 to 40 miles	\$0.00
Zone 2	40 to 60 miles	\$2.50
Zone 3	over 60 miles	\$4.25

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. When holiday falls on a Sunday, the Monday following shall be observed as the holiday; holidays falling on Saturday shall be observed on the prior Friday.

**ADD PREMIUM PAY**

All overtime, except Sundays and holidays, will be time and one-half (1 1/2). Sundays and holidays will be paid double time (2X). Any and all work performed in excess of the regular workday of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada

SECTION 1 -- The scope of work covered by this Agreement shall include (but not be limited to) all work operations, including distribution to the point of application, as follows:

- (a) Work or services pertaining to the preparation, spotting, pointing, detailing, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thin wall, concrete, steel, wood and plaster surfaces, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.
- (c) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (d) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical, and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.
- (e) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material or purpose for which the materials used are designed or intended.
- (f) The cleanup of all materials and debris occasioned by any job operation at the site of construction, alteration, or repair undertaken whether such operation occurs on the interior or exterior of a building structure.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON FINISHER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Tile Setter/Terrazzo Worker/Marble Mason - Finisher.....	40.32
Tile Setter/Terrazzo Worker/Marble Mason - Finisher Foreman.....	41.57
Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen.....	43.32

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

***FINISHER'S WORK:***

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Tile Setter - Journeyman.....	50.37
Tile Setter - Foreman.....	51.62
Tile Setter - General Foreman.....	53.37
Terrazzo/Marble Mason - Journeyman .....	51.87
Terrazzo/Marble Mason - Foreman .....	53.12
Terrazzo/Marble Mason - General Foreman.....	54.87

**ADD ZONE RATE**

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 to 75 miles	\$3.75
Zone 3	Over 70 miles	\$8.13

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

**TILE LAYERS' WORK:**

Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:



A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

D. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Traffic Barrier Erector.....48.53

**ADD ZONE RATE**

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

1. Distributing traffic control signs and markers along site in designated pattern;
2. Informing drivers of detour routes through construction sites;

Craft: Truck Driver (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

**Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader**

Under 4 yds. (water level).....	32.25
4 yds. & under 8 yds. (water level).....	32.25
8 yds. & under 18 yds. (water level).....	32.25
18 yds. & under 25 yds. ( water level ) .....	32.25
25 yds. & under 60 yds. (water level).....	32.25
60 yds. & under 75 yds. (water level) ).....	32.25
75 yds. & under 100 yds. (water level) ).....	32.25
100 yds. & under 150 yds. (water level) ).....	32.25
150 yds. & under 250 yds. (water level) ).....	32.25
250 yds. & under 350 yds. (water level) ).....	32.25
350 yds. & over (water level).....	32.25

**Transit Mix**

Under 8 yds.....	32.25
Under 8 yds & including 12 yds.....	32.25
Over 12 yds.....	32.25

**Transit Mix (Using Boom)**

Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used.....	32.25
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**Water & Jetting Trucks**

Up to 2,500 gallons.....	32.25
Up to 2,500 gallons & over.....	32.25
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	
Heavy Duty Transport (High Bed).....	32.25
Heavy Duty Transport(Gooseneck low bed).....	32.25
Tiltbed or Flatbed Pull Trailers.. ..	32.25
Bootman, Comb. Bootman & Road Oiler.....	32.25
Flat Rack (2 or 3 axle unit).....	32.25

**Bus & Manhaul Drivers**

Up to 18,000 lbs. (single unit).....	32.25
18,000 lbs. and over .....	32.25
Warehousemen Spotter .....	32.25

**Winch Truck & "A" Frame Drivers**

Up to 18,000 lbs. ....	32.25
18,000 lbs. and over.....	32.25
Warehousemen Spotter.....	32.25
Warehouse Clerk.....	32.25
Tire Repairmen.....	32.25
Truck Repairmen.....	32.25
Pick Up Truck & Pilot Cars (Jobsite) .....	32.25
Pick Up Truck & Pilot Cars (Over the road) .....	32.25
Truck Oil Greaser.....	32.25
Fuel Truck Driver.....	32.25
Fuel Man & Fuel Island Man.....	32.25
Oil Tanker.....	32.25

Oil Tanker with Pup.....	32.25
Foreman.....	32.25

**TRUCK DRIVER**

Includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

Craft: WELL DRILLER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Well Driller.....60.78

**JOB DESCRIPTION**

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

# GROUP CLASSIFICATIONS

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LABORER, includes but is not limited to:

## Group 1

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guideposts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Barrier Erector
- Tending to portable space heaters
- Profilograph work all types manual, self propelled or carts
- Gabion basket, building, handling, installation and rigging
- Dry set paver work
- Traffic Barrier Erector

## Group 2

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3 included but not limited to: concrete forms stripping, handling, cleaning, oiling and moving to the next point of installation.
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)
- Waterproofing work
- Epoxy rebar/dowels and anchoring dowel baskets
- Placement pouring of concrete including any epoxy resin or similar materials, rodding, spreading and tamping concrete, brooming or brushing, hand application of curing compounds, applying topping (wet or dry) colors or grits, and exposed finishes for architectural work
- Concrete patching, dry packing, chipping, stoning, and grouting
- Concrete cold weather/rain protection and curing
- Placement /anchoring of all earth stabilization/filters fabrics,
- Mechanically stabilized Earth (MSE) and Keystone type retaining walls rigging, placing , aligning, backfilling and installation of dead men and any stabilization components

## Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile
- Chainsaw, Faller, Logloader and Bucker

- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning\stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Fence erector including safety, chain link, turtle, field and barbe wire fencing
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver
- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry  
Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen water blasting not covered in group 5A
- Vibra-screed
- All demolition and wrecking work including but not limited t any torch work cutting, burning, plasma are, dust control, and salvaging (removing and salvaging of all materials, windows, doors, plumbing, and electrical fixtures) and use of customary tools and equipment for demolition and wrecking
- All underpinning foundation work, digging and underpinning pits, removal of debris with tuggers or other methods, cutting, handling and installing all shoring boards and lagging boards used for underpinning and foundation work, placement and tying of steel reinforcing for underpinning piers, all tiebacks and soil nail work drilling and grouting, all soldier beam work and us of customary tools and equipment for underpinning foundation work

### **Group 3A**

- Concrete Specialist
- Setting screeds
- Screed pins
- Curb forms and curb and gutter forms,
- Using Darby and push floats,
- Hand trowels or hand floating
- Marking edging
- Using base cove or step tools
- Spreading and finishing gypsum
- Concrete grinding machines (the terms does not include Rotomill machines for highway overlay grinding)
- Troweling machines,
- Floating machines
- Finishing of epoxy or resin materials,
- Operation of skill saw
- Laser Screed
- Laser Level

- Curb and Slipform machines,
- Stamps or other means or texturing,
- Any new devices which are beneficial to the construction of or with concrete or related products.

#### **Group 4**

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers including but not limited to laying, anchoring, pinning, cabling and stretching of any rock fall netting, mesh or wire fabric and use of customary tools and equipment for high scaling
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit and all other types of composition for any purpose buried under ground outside of building including, stringing, trench shoring, backfilling sanding, caution taping, all walk behind equipment and spotting
- Laborer work in connection with micro tunneling, directional drilling and pipe-jacking
- Cathodic protection, grounding for pipe work
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers and Asphalt dump Man
- All mechanical and pressurized pipe work, including the installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, c

#### **Group 4A**

- Foreman

#### **Group 5**

- Construction Specialists
- Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing
- Asbestos removal
- Lead abatement
- Hazardous waste
- Material removal

#### **Group 5A**

- Pavement Marking and Highway Striping
- Pavement Marking and Highway Striping Foreman
- Pavement Marking and Highway Striping work includes but is not limited to: All work by any method performed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways, streets and other such surfaces and all work performed in connection with removal of pavement.

#### **Group 6**

- Gunit Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen



- Tunnel and shaft workers/miners and use of customary tools and equipment for tunnel and mine work All worked performed in a compressed air tunnel shaft or chamber including the use of hand, power tools or equipment as necessary in connection with compressed air work
-

**OPERATING ENGINEER**, includes but is not limited to:

**Group 1**

- Engineer Assistant

**Group 1A**

- Oiler (Construction)
- Partsman

**Group 2**

- Compressor Operator
- Material Loader and/or Conveyor Operator (handling building materials)
- Pump Operator

**Group 3**

- Bobcat or similar loader, 1/4 cu. yd. or less
- Concrete Curing Machines (streets, highways, airports, canals)
- Conveyor Belt Operator (tunnel)
- Forklift (under 20)
- Engineer Generating Plant (500 K.W.)
- Mixer Box Operator (concrete plant)
- Motorman
- Rodman/Chainman
- Rotomist Operator
- Oiler (truck crane)

**Group 4**

- Concrete Mixer Operator, Skip type
- Dinky Operator
- Forklift (20' or over) or Lumber Stacker
- Ross Carrier
- Skip Loader Operator (under one (1) cu. yd.)
- Tie Spacer

**Group 5**

- Concrete Mixers (over one (1) cu. yd.)
- Concrete Pumps or Pumpcrete Guns
- Elevator and Material Hoist (one (1) drum)
- Groundman for Asphalt Milling and similar

**Group 6**

- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator
- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

### **Group 7**

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Instrument Man
- Kolman Loader
- Material Hoist (two (2) or more drums)
- Mine or Shaft Hoist
- Pipe Bending Machines (pipeline only)
- Pipe Cleaning Machines (tractor-propelled and supported)
- Pipe Wrapping Machines (tractor-propelled and supported)
- Portable Crushing and Screening Plants
- Post Driller And/or Driver
- Pumps (over 2)
- Screedman (except asphaltic or concrete paving)
- Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
- Slusher Operator
- Soil Tester (Certified)
- Soils and Materials Tester
- Surface Heater and Planer Operator
- Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- Truck-Type Loader
- Welding Machines (gasoline or diesel)

### **Group 8**

- Articulated on-Site Dump Trucks
- Asphalt Plant Engineer
- Asphalt Milling Machine

- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Stiff Frame Off Road Haul Trucks
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Marination Plant
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- Shuttle Buggy
- Mechanical Trench Shield
- Mixermobile
- Push Cats
- Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
- Roller Operator (asphalt)
- Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " M.R.C., Euclids, T-Pulls, DW10, 20, 21 and similar)
- Water Pull
- Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
- Sheepfoot
- Small Tractor (with boom)
- Soil Stabilizer (P & H or equal)
- Timber Skidder (rubber-tired) or similar equipment
- Track Loader
- Tractor-Drawn Scraper
- Tractor Operator
- Tractor-Mounted Compressor Drill Combination
- Trenching Machine Operator (over three (3) feet depth)
- Tri-Batch Paver
- Tunnel Badger or Tunnel Boring Machine Operator
- Tunnel Mole Boring Machine
- Vermeer T-600b Rock Cutter
- Vacuum Truck(excludes trailer mounted vaccums)

**Group 9**

- Chicago Boom
- Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
- Combination Mixer and Compressor (gunite)
- Heavy Duty Repairman and/or Welder
- Lull Hi-Lift (twenty (20) feet or over)
- Mucking Machine
- Sub-Grader (Gurries or other types)
- Tractor (with Boom) (D6 or larger)
- Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

### **Group 10**

- Boom-Type Backfilling Machine
- Bridge Crane
- Cary-Lift or similar
- Chemical Grouting Machine
- Chief of Party
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Repairman
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)
- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

### **Group 10A**

- Backhoe-Hydraulic (up to and including one (1) cu. yd.)
- Backhoe (up to and including one (1) cu. yd.) (Cable)
- CMI Dual Lane Auto-Grader SP30 or similar type
- Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
- Finish Blade
- Gradalls (up to and including one (1) cu. yd.)
- Motor Patrol Operator
- Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
- Rubber-Tired Scraper, Self-Loading (twin engine)
- Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

### **Group 11**

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)

- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

**Group 11A**

- Band Wagons (in conjunction with Wheel Excavators)
- Operator of Helicopter (when used in construction work)
- Loader (over twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
- Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
- Remote-Controlled Earth Moving Equipment
- Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

**Group 11B**

- Holland Loader or similar or Loader (over 18 cu. yds.)

**OPERATING ENGINEERS - Steel Fabricator & Erector**

**Group 1**

- Cranes over 100 tons
- Derrick over 100 tons
- Self-Propelled Boom Type Lifting Devices over 100 tons

**Group 2**

- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self-Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

**Group 3**

- Cranes, 45 tons and under
- Self-Propelled Boom Type Lifting Device, 45 tons and under

**Group 4**

- Chicago Boom
- Forklift, 10 tons and over
- 59
- Heavy Duty Repairman/Welder

**Group 5**

- Boom Cat
- 

**OPERATING ENGINEER -PILEDRIIVER**

**Group 1**

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self-Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

**Group 2**

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self-Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

**Group 3**

- Derrick Barge Pedestal mounted under 45 tons
- Self-Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

**Group 4**

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

**Group 5**

No current classification

**Group 6**

- Deck Engineer

**Group 7**

No current classification

**Group 8**

- Deckhand
  - Fireman
-

# **Division 1 – General Requirements**





**SECTION 01110**  
**SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes: General administrative and procedural requirements, responsibilities, sequencing requirements, and project and site condition information relevant to the Project.
- B. Related Sections:
  - 1. Section 00520 – Agreement
  - 2. Section 01330 – Submittal Procedures

**1.02 STANDARD SPECIFICATIONS**

- A. References to “SSPWC” or “Standard” specifications shall mean the current edition of the Standard Specifications for Public Works Construction including the standard drawings. Said Specifications and Drawings (SSPWC) shall be considered a part of this document as though it has been reproduced as whole and will be referred to as the Standard Specifications. Please note, however, that the Measurement and Payment sections of the Standard Specifications will not be part of this document. Those conditions are defined herein.
- B. “AWWA Standards,” American Water Works Association, Denver, Colorado, As Approved.
- C. National Sanitation Foundation (NSF) Standards.
- D. Uniform Plumbing Code, Latest Edition.
- E. OSHA: Occupational Safety and Health Administration: Part 1926

**1.03 PROJECT DESCRIPTION**

- A. The Project generally involves construction of approximately 1,000 linear feet of 8-inch water main, fire hydrants, air release valve, tapping of existing 8-inch water main along Alder Avenue, and asphalt pavement restoration, all within the residential area of Incline Village, NV. Work also includes the abandonment of existing 8-inch water main (steel).

**1.04 SUBMITTALS**

- A. Refer to Section 01330 – Submittal Procedures for general submittal requirements.
- B. Written designation of:
  - 1. Contractor representative with authority to sign project paperwork (Requests for Information, Field Orders, Change Orders, Daily Quantities, Progress Payments, Force Account Form, etc.).

2. Contractor emergency 24-hour contact representative.
  3. Contractor representative to be in responsible charge of onsite work.
- C. Emergency Management Plan.
- D. SDS forms (if applicable).
- E. Permits Obtained for the Project.

**1.05 PROJECT / SITE CONDITIONS**

- A. Location of Work: Alder Avenue and Northwood Boulevard; Incline Village, Nevada

**1.06 HOURS OF WORK AND CONSTRUCTION PERIODS**

- A. Work can begin when Notice to Proceed is issued.
- B. Work hours are between 8:00 a.m. and 5:30 p.m. Monday through Friday, excluding national holidays and special events.

**1.07 PERMITS, EASEMENTS, AND LICENSES**

- A. The Owner shall secure and pay for the following:
1. NDEP Bureau of Safe Drinking Water (BSDW) Approval of a Water Project.
- B. The Contractor shall acquire and pay for all permits not provided by Owner and all specialty permits, including but not limited to:
1. Construction Stormwater General Permit.
  2. NDEP Discharge Permit (if necessary due to dewatering)
  3. NDEP Air Quality Permit.
  4. Transportation Permits (if necessary).
  5. Wage and Hour Regulation Permits.
  6. All other permits of a temporary nature relating to the construction of the project as required.
  7. Washoe County Encroachment Permit.

**1.08 CONTRACTOR'S DUTIES**

- A. Except as specifically noted, provide and pay for:
1. Labor, materials, and equipment.

2. Tools, construction equipment, machinery, and fuel.
  3. Water, heat, and utilities required for construction.
  4. Other facilities and services necessary for proper execution and completion of Work.
- B. Pay legally required sales tax, consumer use tax, and other taxes as may be required by law.
- C. Give required notices.
- D. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of Work.
- E. Promptly submit written notice to Owner of observed variance of Contract Documents from legal requirements. It is not Contractor's responsibility to make certain that Drawings and Specifications comply with codes and regulations.
- F. Enforce strict discipline, safety, and good order among employees.
- G. Do not employ persons who are not skilled in assigned task.
- H. Equipment and Work Furnished by Contractor
1. All gates, barricades, fences, handrails, guardrails, and security required by the Contract or by laws and regulations.
  2. Sanitary facilities adequate for all workers and complying with all codes and regulations.
  3. Guards, marks, shields, protective clothing, raingear, and other equipment required by law, ordinance, labor contracts, OSHA, and other regulations for the maintenance of health and safety.
  4. Emergency Management Plan.
  5. Applicable SDS forms.
  6. First aid kits and equipment required by law and regulations.

## **1.09 OWNER'S INSTRUCTIONS**

- A. Use of Premises
1. The Contractor's apparatus, storage of materials, and construction operations shall be confined to such limits, as may be directed by the Owner, so as not to unreasonably encumber the supply of water to the area.
  2. The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, barricades, and smoking; and shall require all persons employed on the Work to comply with all building, post, or institutional regulations while on the premises.

3. The Contractor shall not permit any part of any structure to be loaded with a weight that will injure its safety.
4. Confine operations at site to areas permitted by:
  - a. Laws.
  - b. Ordinances.
  - c. Permits.
  - d. Contract Documents.
  - e. Right-of-Way/Easements.

#### **1.10 COORDINATION OF WORK**

1. Contractor shall maintain overall coordination of all Project work.
2. Contractor shall obtain construction schedules from each subcontractor and require each subcontractor to maintain schedules and coordinate modifications.
3. Owner, utilities, and others may perform activities within Project area while Work is in progress. The Contractor shall provide for coordination of his work with his subcontractors' work with Owner, affected utilities, and others.
  - a. When cooperation issues arise, submit recommendations to Engineer and perform Work in coordination with work of others as directed.
4. Interruption of any existing utilities requires prior Owner approval.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

#### **END OF SECTION**

**SECTION 01200**  
**PRICE AND PAYMENT PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Administration and procedural requirements for processing applications for payment and pricing of work.
- B. Related Sections:
  - 1. Section 00410 – Bid Form
  - 2. Section 00880 – Wage Rate Requirements
  - 3. Section 01330 – Submittal Procedures
  - 4. Section 01999 – Project Forms

**1.02 SUBMITTALS**

- A. Applications for Partial Payment.
- B. Certified Payroll Reports and Associated Substantiating Data.
- C. Schedule of Values.

**1.03 MEASUREMENT PROCEDURES**

- A. Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, General Requirements, and Supplementary Conditions.
- B. Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.
- C. Certified Weights: When payment is to be made since weight, the weighing shall be done on certified platform scales, or when approved by the Owner or Engineer, on a completely automated weighing and recording system. The Contractor shall furnish Owner or Engineer with duplicate licensed weigh master's certificates showing the actual net weights. The Owner or Engineer will accept the certificates as evidence of the weights delivered.
- D. Methods of Measurement
  - 1. Materials and items of Work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.

2. Material not used from a transporting vehicle shall be determined by the Owner or Engineer and deducted from the certified tag.
3. When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Owner or Engineer in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner or Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.
4. Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefore.
5. Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the Owner or Engineer; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

E. Measurement of Quantities

1. Weekly construction quantity resolution.
  - a. Contractor to submit a weekly estimate of quantities constructed to the Engineer or Project Representative.
  - b. Engineer or Project Representative will review construction quantity estimate and resolve discrepancies with Contractor on a weekly basis.
    - 1) Contractor to use Weekly Quantity Installed Certification Form provided by Engineer. Form to be signed by Contractor and Project Representative.
  - c. See Section 01999 – Project Forms for additional information regarding the Weekly Quantity Installed Certification Form.
2. Work paid at a unit price times number of units measured will be measured by Engineer in accordance with United States Standard Measures.
3. Provide and pay for accurate scales.
  - a. Use platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed.
  - b. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed.
  - c. Have scales inspected and certified as often as necessary to ascertain accuracy.

- d. Furnish weigh slips and daily summary weigh sheets to Engineer.
- 4. When material is shipped by rail, certified car weights will be acceptable, provided that not more than the actual weight of material will be paid, without consideration of minimum car weight used for assessing freight tariff.
  - a. Car weight will not be acceptable for materials passing through mixing plants.
- 5. Daily, or at shorter intervals when necessary to ensure accuracy, weigh empty trucks used to haul material paid by weight.
  - a. Provide such trucks with plainly, unique, permanent, legible, identification marks.
- 6. Reinforcing steel, steel shapes, castings, and similar items paid by weight will be measured by handbook weights for the type and quantity indicated for the Work.

**1.04 PAYMENT PROCEDURES**

- A. The Contractor is specifically cautioned that the location and/or elevation of existing utilities and features as shown on these improvement plans is based upon the best information available to the Engineer. The information is not to be relied on as being exact or complete.
  - 1. It shall be the Contractor’s responsibility to verify these locations and/or elevations by potholing at the proposed points of connection and in areas of possible conflict prior to beginning construction.
  - 2. Should the Contractor find any discrepancies between the conditions existing in the field and the information shown on the improvement plans, the Contractor shall immediately notify the Engineer.
  - 3. Contractor shall pothole, for no direct payment, sufficiently in advance of construction to allow three (3) working days for Engineer to prepare a redesigned plan should a conflict be encountered. Absolutely no standby time will be paid to the Contractor during this three (3) day redesign period.
- B. Bid Items
  - 1. The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid amounts will also form the basis of monthly progress payments. Each Lump Sum bid amount will undergo further breakdown as described later in this section. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.
  - 2. Payment for the bid items identified in the Bid Schedule, as further described herein, will constitute full compensation to the Contractor for furnishing all labor, equipment, tools, supplies and materials to complete the Work in accordance with the Contract Documents, including the costs of permits and the costs of compliance with the regulations of public agencies having jurisdiction. Any item that is not specifically set forth in the Bid Schedule shall be considered incidental to the cost of the Work. The final pay quantities shall be by field measurement.



3. The bid items shown in the Bid Schedule shall include as incidental those efforts of similar magnitude and not limited to the following: obtaining permits; removing and replacing old utilities or hardware; clean-up work; dewatering work; resetting disturbed property corners and survey monument replacement; shoring utility poles; surface grading on disturbed or damaged driveways and ditches; grading disturbed areas; contract staging areas; miscellaneous code, law, or public health requirements; dust control; road maintenance and repair; protection of existing improvements; removal of existing surfaces; coordination with public, owner or other affected agencies; removal of spoils; disposal costs; material testing; compliance with standard and manufacturer specifications; and overhead and profit.
4. In the case of change or deletion of the unit quantity contract item (or items) in the Bid Schedule, the contract value will be adjusted to reflect actual quantities installed versus the estimated quantities reflected in the contract price. Due to the nature of the work performed on this project, any and all of the estimated quantities shown on the Bid Schedule may be adjusted up or down any amount or may be deleted at the Engineer's request prior to or while the work is in progress. Changes in quantities shall not change the unit price contract.
5. The intent of these specifications is to provide a complete and operational project. Incidental items, such as potholing, casing adapters, flanged coupling adapters, couplings, pipe reducers, thrust blocks, removal of abandoned equipment, location tape, test fittings, and all other items necessary to provide a complete project, but not specifically mentioned, shall be considered incidental to the above items.

C. Application for Payment

1. Format

- a. Develop satisfactory spreadsheet-type form. See Section 01999 – Project Forms for acceptable Application for Payment form.
- b. Fill in information required on form.
- c. When Change Orders are executed, include Change Orders in the Application for Payment.
  - 1) Identify Change Order by number and description.
  - 2) Provide cost of Change Order in appropriate column.
- d. Execute application with signature of responsible officer of Contractor.
- e. After completing, submit Application for Payment to Engineer.
- f. Engineer will review application for accuracy. When accurate, Engineer will transmit application to Owner for processing of payment.

2. Substantiating Data

- a. Provide Substantiating Data with cover letter identifying:
  - 1) Project.

- 2) Application number and date.
  - 3) Detailed list of enclosures.
  - 4) For stored products with item number and identification on application, description of specific material, and proof of insurance coverage for offsite stored products.
    - b. Submit “certified” payroll.
3. Procedure
- a. Prepare progress payment requests monthly on a date acceptable to Owner.
  - b. Base requests on the breakdowns of costs for each scheduled activity and the percentage of completion for each activity.

### **1.05 SCHEDULE OF VALUES**

- A. Submit to the Engineer a Schedule of Values (preferably in Microsoft Excel format), at least 15 days prior to submitting first Application for Payment.
- B. Format
  1. Identify each line item in the Schedule of Values with number and title of the major specification sections.
  2. The Schedule of Values shall be by structure, civil, landscaping, or other logical division of work. The cost breakdown for architectural, structural, mechanical, and electrical work shall include separate items for identifiable portions of the structures.
- C. The Schedule of Values shall assign a fair, reasonable, and equitable dollar value for each activity on the Contractor’s Progress Schedule. The Schedule of Values shall include anticipated progress payments for each item in the Bid Form through the final payment and include a detailed breakdown of lump sum prices.
- D. The Schedule of Values shall specifically indicate installed cost for materials and equipment for each bid item.
- E. Each activity’s assigned value shall consist of labor, equipment and materials cost and a prorate contribution to overhead and profit. Breakdown shall be so organized as to facilitate assessment of Work and payment of subcontractors.
- F. The sum of the assigned values shall equal the lump sum price of the activity.
- G. No single item of worth listed in the cost breakdown shall exceed 5 percent of the total lump sum cost. Items exceeding 5 percent shall be broken down into further detail, except in cases where material costs for individual items of equipment exceed the 5 percent limit.

- H. The cost breakdown will be subject to the approval of the Owner or Engineer, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The cost breakdown shall be sufficiently detailed to permit its use by the Owner or Engineer as one of the bases for evaluating requests for payments. The Owner or Engineer shall be the sole judge of the adequacy of the cost breakdown.
- I. The cost breakdown shall be solely used to determine progress payments. The cost breakdown shall not be considered in determining payment or credit for additional or deleted work.

## **PART 2 – PRODUCTS**

### **2.01 BID ITEMS**

#### **A. Bid Item 1: Mobilization/Demobilization**

1. No specific unit of measurement shall apply to the lump sum item “Mobilization/Demobilization”.
2. The lump sum bid price for “Mobilization/Demobilization” shall constitute full payment for mobilization, complete as specified. The lump sum price for mobilization shall include all costs for obtaining all bonds, permits, and licenses; moving onto and off the site of equipment and materials; provision of sanitary facilities, furnishing and erecting construction trailers and other construction facilities; and all preparatory work as required for the proper performance and completion of the project, including work items not identified in a separate bid item.
  - a. When the project office has been established, temporary erosion control measures established, and equipment has been moved in, sixty percent (60%) of the bid item amount will be paid.
  - b. When ten percent (10%) of the total original Contract amount is earned from other bid items, ninety percent (90%) of the bid item amount will be paid.
  - c. The remaining ten percent (10%) of the bid item will be paid once the Contractor has demobilized and completed all site restoration work to the satisfaction of the Owner.

#### **B. Bid Item 2: Temporary Traffic Control**

1. No specific unit of measurement shall apply to the lump sum item “Temporary Traffic Control”.
2. The lump sum bid price for “Temporary Traffic Control” shall constitute full compensation for all labor, equipment, tools, supplies and materials to complete this item, including, but not limited to, preparation and distribution of plans in compliance with the latest edition SSRBC and MUTCD and all requirements as set forth from the conditions of approval for traffic control plans from each governing jurisdiction, notices and reports; setup, removal and maintenance of all barricades, signs (including custom signs), channelizing devices, barrel cones, flag persons, detours, arrow boards, and message boards; lights, temporary striping; temporary paving and steel plates (as required); temporary aggregate base; and plantmix asphalt pavement ramps.

3. There shall be no additional payment for changes in the traffic control plan required as a result of changes in the Contractor's work method or schedule. Payment for traffic control shall be made at the contract unit price bid per lump sum for entire project.

**C. Bid Item 3: Temporary Erosion Control**

1. No specific unit of measurement shall apply to the lump sum item "Temporary Erosion Control".
2. The lump sum bid price for "Temporary Erosion Control" shall constitute full compensation for all labor, equipment, tools, supplies and materials to complete this item, including, but not limited to, installation, maintenance, repair, and removal of erosion and sediment control facilities as specified on the Drawings and Specifications, as well as all costs associated with the Contractor's SWPPP and coordination with NDEP and TRPA.

**D. Bid Item 4: 8-Inch C900 PVC Water Main**

1. Measurement of payment for "8-Inch C900 PVC Water Main" will be by the linear foot of completed installation measured along the invert and includes the length of fittings.
2. Payment for "8-Inch C900 PVC Water Main" shall constitute full compensation for all labor, equipment, tools, supplies and materials to complete this item, including, but not limited to, coordination of delivery, inspection and storage of materials; removal and disposal of existing improvements regardless of material; saw cutting; removal and disposal of existing asphalt; trench dewatering and excavation (including haul and disposal of unusable and excess excavated material); shoring, support and protection of existing utilities, utility pole support; furnishing and installing all pipe, fittings, restraints, concrete thrust blocks, locator wires, and warning tape; laying and jointing pipe; pipe bedding, trench backfill and compaction; water main testing, disinfection, and flushing (including all connections and equipment necessary to perform testing, sampling, and flushing); temporary patching of surface (compacted aggregate base, cold mix asphalt, or hot mix asphalt); native soil restoration and site cleanup, all in accordance with the Contract Documents.

**E. Bid Item 5: 8-Inch Gate Valve**

1. Measurement for payment for "8-inch Gate Valve" shall be per each.
2. Payment for "8-inch Gate Valve" shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this item, including, but not limited to, coordination of delivery, inspection and storage of materials; valve assembly, fittings, restraints, locate wire, PVC riser pipe, valve box, concrete collar, compaction, and other necessary appurtenances all in accordance with the Contract Documents.

**F. Bid Item 6: Fire Hydrant Assembly**

1. Measurement for payment for "Fire Hydrant Assembly" shall be per each.
2. Payment for "Fire Hydrant Assembly" shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this item, including, but not limited to, coordination of delivery, inspection and storage of materials; removal and salvaging of existing fire hydrant; saw cutting of asphalt pavement; removal and disposal of

existing improvements, regardless of material; trench excavation, pipe bedding, drain rock backfill, compaction; marking tape and locator wire; support and protection of existing utilities; fire hydrant, pipe, gate valve, fittings, restraints, and thrust block; PVC riser pipe and concrete collar; bollards; disinfection and pressure testing; and cleanup, all in accordance with the Contract Documents.

**G. Bid Item 7: Air Release Valve Assembly**

1. Measurement for payment for “Air Release Valve Assembly” shall be per each.
2. Payment for “Air Release Valve Assembly” shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this item, including, but not limited to, coordination of delivery, inspection and storage of materials; pipe; bends; fittings; service saddle, service tap at main, valves (including combination air release/vacuum valve), restraints; vent assembly, supports, concrete box; insulation, concrete collars; thrust blocks, and other necessary appurtenances per plans and details; saw cutting of asphalt and/or concrete pavement, concrete sidewalk, or concrete curb and gutter; removal and disposal of existing improvements regardless of material; excavation; support and protection of existing utilities; shoring; drain rock and bollards; bedding, backfill, and compaction; marking tape and locator wire; disinfection and testing; and cleanup all in accordance with the Contract Documents.

**H. Bid Item 8 and 9: Station 0+80, Station 10+96 Water Main Connections**

1. No specific unit of measurement shall apply to the lump sum items “Station 0+80 Water Main Connection” and “Station 10+96 Water Main Connection”.
2. Payment for both “Station 0+80 Water Main Connection” and “Station 10+96 Water Main Connection” shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this item, including, but not limited to, coordination of delivery, inspection and storage of materials; saw cutting of asphalt pavement; removal and disposal of existing improvements regardless of material; excavation; support and protection of existing utilities; removal and disposal of existing improvements regardless of material; tapping sleeve, gate valves, fittings, and miscellaneous piping; shoring, bedding, backfill, compaction; marking tape and locator wire; thrust blocks and other necessary appurtenances per plans and details; disinfection and pressure testing; and cleanup all in accordance with the Contract Documents.

**I. Bid Item 10 and 11: 2-inch, 3-inch Service Connections**

1. Measurement for payment for “2-inch Service Connection” and “3-inch Service Connection” shall be per each.
2. Payment for “2-inch Service Connection” and “3-inch Service Connection” shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete the installation of the water service line from the main to connection at existing service, including, but not limited to, coordination of delivery, inspection and storage of materials; saw cutting of asphalt; removal and disposal of existing improvements regardless of material; trench excavation (trencher use is acceptable outside of travel ways), haul and disposal of unusable and excess excavated material; shoring, support and protection of

existing utilities, steel plates for driveways, root trimming and mitigation; service tap at main; service saddle; corporation stop; PE service line; furnishing and installing all fittings (including, but not limited to, compression fittings, stiffeners, brass parts, bends, etc.); restraints; locating and connecting to existing service line; cut and cap existing service line to existing main; marking tape and locator wire; laying and jointing PE tubing, hand dig around tree roots for protection (if required); bedding, trench backfill and compaction; coordination meeting with the property; protection of property owner's possessions; and cleanup, all in accordance with the Contract Documents.

**J. Bid Item 12 and 13: Northwood Blvd, Alder Ave Water Main Abandonments**

1. No specific unit of measurement shall apply to the lump sum items “Northwood Blvd Water Main Abandonment” and “Alder Ave Water Main Abandonment”.
2. Payment for both “Northwood Blvd Water Main Abandonment” and “Alder Ave Water Main Abandonment” shall constitute full compensation for furnishing all materials, labor, and equipment to complete these items, including but not limited to, abandoning and capping the water mains with grout; disposal of any pipes and fittings associated with the abandonment work; and site restoration, all in accordance with the Contract Documents.
3. All pavement restoration work shall be reimbursed through Bid Item 14.

**K. Bid Item 14: Pavement Restoration**

1. Measurement for payment for “Pavement Restoration” will be based on the square foot of AC Pavement installed.
2. Payment for “Pavement Restoration” shall constitute full compensation for all materials, labor, equipment, tools, supplies and materials required to complete this item, including, but not limited to, saw cutting; excavating and removal of existing asphalt pavement; subgrade preparation; furnishing, placing, and compaction Type II aggregate base materials; furnishing and placing tack coat; furnishing, placing, and compaction of new hot mix asphalt concrete pavement; protection against vandalism, temporary access ramps, and incidentals necessary to complete each item as specified, all in accordance with the Contract Documents.
  - a. If cut is within 2 feet of an existing pavement edge or pavement patch, remove the composite pavement and base section to that edge (not to extend beyond edge of lane) and replace entire composite section.
  - b. The item shall be paid based on field measurement to the nearest square foot.
3. Lane striping, turn arrows, stop bars, crosswalks etc. damaged and/or removed during construction shall be replaced per existing.
4. There shall be no direct payment for the following items:
  - a. Hot mix temporary patching required per the Contract Documents.

- b. Supplying and installing cold mix ramps, steel plates, or grade transitions at driveways, valley gutters, intersections, etc., and as directed by the Engineer.
- c. Asphalt patches required due to potholing on any other exploratory excavations required due to construction activities.

**L. Bid Item 15: 2-inch Grind and Overlay**

- 1. Measurement for payment for “2-inch Grind and Overlay” will be based on the square foot of asphalt pavement installed.
- 2. Payment for “2-inch Grind and Overlay” shall constitute full compensation for all materials, labor, equipment, tools, supplies and materials required to complete this item, including, but not limited to, saw cutting; milling and removal of existing asphalt pavement; furnishing and placing tack coat; furnishing, placing, and compaction of new hot mix asphalt concrete pavement; and incidentals necessary to complete each item as specified, all in accordance with the Contract Documents.

**M. Bid Item 16: Type II Slurry Seal**

- 1. Measurement for payment for “Type II Slurry Seal” will be based on the square foot of sealant installed.
- 2. Payment for “Type II Slurry Seal” shall constitute full compensation for all materials, labor, equipment, tools, supplies and materials required to complete this item, including, but not limited to, furnishing and placing sealant; restoration of pavement markings; and incidentals necessary to complete each item as specified, all in accordance with the Contract Documents.

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01312**  
**PROJECT MEETINGS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Information for meetings held during construction including necessary attendees and agenda items.
- B. Related Sections:
  - 1. Section 01330 – Submittal Procedures

**1.02 SUBMITTALS**

- A. Refer to Section 01330 – Submittal Procedures for general submittal requirements.
- B. Contractor safety meeting agenda, minutes, and attendance log.

**1.03 PRECONSTRUCTION CONFERENCE**

- A. Schedule, Attendees, Location:
  - 1. Not more than 5 days after “Notice to Proceed” but earlier if practical, the Contractor will schedule a preconstruction meeting.
  - 2. Attendees:
    - a. Contractor representatives including the official in charge of the project, the project superintendent, a representative with authority to speak for each of his principal subcontractors, and other representatives as he may deem expedient.
    - b. Owner.
    - c. Representatives of regulatory or other jurisdictions (optional based on preference of agency).
    - d. Engineer.
    - e. Representatives of selected utilities.
  - 3. The preconstruction conference will be held at an Owner facility.
  - 4. Minutes of meeting will be prepared by the Engineer or Owner and distributed to interested parties.
- B. Agenda:
  - 1. Both Owner and Contractor shall be prepared to speak to the following:



- a. Name and field address of job superintendent.
- b. Communication procedures.
- c. Emergency phone and/or operator.
- d. Date of construction start.
- e. Date of Notice-to-Proceed.
- f. Notification of utilities concerned, fire, police, schools, etc.
- g. Subcontractors:
  - 1) Paving.
  - 2) Other.
- h. Coordination with other contractors.
- i. Permits, where applicable:
  - 1) Construction Stormwater General Permit.
  - 2) Other permits.
- j. Engineering assignments.
- k. Construction Observers: Names and authority.
- l. Field office (location).
- m. Construction progress schedule (C.P.M.).
- n. Schedule of Values.
- o. Submittals and Schedule of Submittals.
- p. Surveying and responsibility for lines and grades.
- q. Prevailing wage rates related submittal requirements.
- r. Equal employment opportunities (EEO) and posting of EEO poster. Use of local labor.
- s. Nondiscrimination notice.
- t. Periodic monthly payments including date for submittal and forms.
- u. Safety requirements, confined space, and special hazards.

- v. Insurance and bonds.
- w. Traffic control.
- x. Drawings revised to conform to construction records.
- y. Operation and maintenance manuals.
- z. Testing.
- aa. Location, timing, and content of progress meetings.
- bb. Contractor safety meetings.
- cc. Neighbors, citizen issues.
- dd. Complaint procedure.
- ee. Staging areas and parking.
- ff. Work hours.
- gg. Substantial Completion.
- hh. Construction milestones.
- ii. Project closeout.
- jj. Other matters concerning construction.

**1.04 PROGRESS MEETINGS**

- A. Contractor shall schedule with Engineer and Owner regular weekly meetings at mutually agreed time to discuss the following:
  - 1. Work completed the previous week.
  - 2. Work planned for the following 3 weeks.
  - 3. Long-term work planning issues.
  - 4. Coordination of Contractor and Owner activities.
  - 5. Other topics related to facilitating project progress.
- B. Hold “Additional Meetings” as progress of work dictates.
- C. Location of meetings shall be designated during preconstruction conference.
- D. Attendance:

1. Owner or his representative.
2. Engineer.
3. Contractor.
4. Other contractors (if any).
5. Subcontractors as pertinent to agenda.
6. Safety representative (optional).
7. Representatives of governmental or other regulatory agencies.
8. Consultant(s) as pertinent to agenda.

E. Meeting minutes will be prepared by the Engineer or Owner.

#### **1.05 CONTRACTOR WEEKLY SAFETY MEETINGS**

- A. Contractor shall schedule and conduct weekly safety meetings for Contractor's staff to discuss site safety issues.
- B. Submit copies of agenda and attendance list to Owner.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01325**  
**PROGRESS SCHEDULES AND REPORTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Requirements and procedures for development and implementation of Project schedules and reports.
- B. Related Sections:
  - 1. Section 00700 – General Conditions
  - 2. Section 01330 – Submittal Procedures

**1.02 SUBMITTALS**

- A. Refer to Section 01330 – Submittal Procedures for general submittal requirements.
- B. Monthly: Updated Progress Schedule in the form of a Gantt Chart.
- C. Weekly: Updated 3 Week Look-Ahead Schedule.

**1.03 SCHEDULE REQUIREMENTS**

- A. Scheduling of construction is the responsibility of the Contractor.
- B. Updated Progress Schedules are used for the following:
  - 1. To assure adequate planning and execution of the Work.
  - 2. To assist the Owner in appraising the reasonableness of the proposed schedule and evaluating progress of the Work.
- C. Monthly progress payments made in accordance with the General Conditions will not be processed until receipt of the revised Progress Schedule.
- D. The Contractor’s responsibilities shall include:
  - 1. Creation of the Progress Schedule in the form of a Gantt Chart and Weekly look ahead schedules.
  - 2. Execution of the plan described by the Progress Schedule.
  - 3. Participation in progress meetings.

**1.04 GANTT CHART (TIME SCALE BAR CHART) REQUIREMENTS**

- A. Gantt Chart shall:

1. Show the order and interdependence of activities planned by the Contractor.
  2. Be drafted to show a continuous flow from left to right with no arrows from right to left.
  3. Provide a logical sequence of the Work to be accomplished.
  4. All non-dummy activities shall be drafted on a horizontal plane.
  5. Keep “dummy” activities to a minimum.
  6. Represent each subnetwork with a two-line bar. One bar to show scheduled progress and one open bar for reporting progress.
- B. Basic concept of a Progress Schedule shall be utilized to show the start of a given activity to be dependent on completion of all activities directly preceding the given activity.
- C. Each activity description shall be sufficient to identify the work without reference to any other activity.
- D. Identify those activities which are planned to be expedited by use of overtime, double shifts, or to be worked on Saturdays, Sundays, and holidays.
- E. The Progress Schedule shall indicate as a minimum the items and listed in the Schedule of Values.
- F. Detailed activities shown shall include:
1. Construction activities, including activities of subcontractors, assigned contractors, and suppliers.
  2. Submittal and approval of samples of materials and Shop Drawings.
  3. Procurement of materials and equipment.
  4. Fabrication of special material and equipment.
  5. Installation of major and/or critical items.
  6. Testing.
  7. Start-up.
  8. Actions of Owner or Engineer affecting progress or completion date.
- G. The detail of information shall be such that duration times of activities will range from 1 to 30 days with not over 2 percent of the activities exceeding these limits.
- H. The selection and number of activities shall be subject to the Engineer’s approval.
- I. Sheet size of diagrams shall be minimum 11 inches by 17 inches with latest revision date.

### **1.05 TIME EXTENSION**

- A. See Section 00700 – General Conditions for requirements for time extensions.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 CONTRACTOR TO SCHEDULE WORK**

- A. The Contractor shall keep the Owner informed sufficiently in advance of the times and places at which he intends to work in order that lines and grades may be furnished and the necessary measurements and payment may be made with the minimum of inconvenience and delay to the Engineer, Owner, and the Contractor.
- B. If the schedule of work be such as to handicap the setting of necessary engineering control, the Contractor shall suspend his operations at the particular place in sufficient time for the Engineer to complete his work during normal working hours. Any additional expense to the Contractor arising from the temporary suspension of work shall be considered as incidental to the construction and be included in various bid items of the Contract.
- C. Work shall be scheduled to allow for constraints by any public agency having jurisdiction.
- D. In the event of the Contractor's failure to prepare, submit, and update the schedules and reports, the Owner may withhold funds from one or more progress payments in an amount which the Owner determines is required to cover the cost of the Owner or the Engineer to prepare or update the schedules and reports.

### **3.02 SCHEDULE REVIEW AND APPROVAL**

- A. If requested, the Contractor shall participate in a review meeting and evaluation of the proposed schedules and analysis by the Owner and Engineer.
- B. Any revisions necessary as a result of the review shall be resubmitted for approval of the Owner within 10 calendar days after receipt of the Owner's and Engineer's review comments.
- C. Approved schedule shall be used by the Contractor for planning, organizing, and directing the Work; and for reporting progress.

### **3.03 SCHEDULE CHANGES BY CONTRACTOR**

- A. If the Contractor desires to make changes in his method of operating and scheduling, he shall notify the Engineer in writing stating the reasons for the change.
  - 1. If the Engineer considers these changes to be of a major nature, he may require the Contractor to revise and submit for approval all or the affected portion of the Project Schedule show the effect on the entire Project.

- B. A change may be considered of a major nature if the time estimated to be required or actually used for an activity or the logic of sequence of activities is varied from the original plan to a degree that there is a reasonable doubt as to the effect on the contract completion date or dates.
- C. Changes which affect activities with adequate slack time shall be considered as minor changes, except that an accumulation of minor changes may be considered a major change when their cumulative effect can be demonstrated to affect the contract completion date.

### **3.04 SCHEDULE CHANGES BY OWNER**

- A. When Change Orders are issued or when a Notice to Proceed with changes in the Work must be issued prior to settlement of price and/or time to avoid delay and additional expense, the Contractor will revise the duration times estimates of all activities affected by the modification on the next succeeding updating report.
- B. Revisions shall be submitted for concurrence of the Owner prior to inclusion in the network.

**END OF SECTION**

**SECTION 01330**  
**SUBMITTAL PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. General procedures and requirements for submittals during the course of construction.
- B. Related Sections:
  - 1. Section 01200 – Price and Payment Procedures
  - 2. Section 01325 – Progress Schedules and Reports
  - 3. Section 01450 – Quality Control
  - 4. Section 01770 – Closeout Procedures
  - 5. Section 01780 – Record Drawings
  - 6. Section 01999 – Project Forms

**1.02 SUBMITTAL PROCEDURES**

- A. Inquiries: Direct to Engineer regarding procedure, purpose, or extent of submittal.
- B. Timeliness: Schedule and make submissions in accordance with requirements of individual specification sections and in such sequence as to cause no delay in Work or in work of other contractors.
- C. Complete, sign, and transmit with each submittal package one copy of the Submittal Transmittal Form as described in Section 01999 – Project Forms.
- D. Submit to Engineer as required by individual specification sections. Engineer will transmit copies to Owner as appropriate.
- E. Resubmissions: Clearly identify each correction or change made.
- F. Incomplete Submissions
  - 1. Engineer will return the entire submittal for Contractor’s revision/correction and resubmission.
  - 2. Submittals that do not clearly bear Contractor’s specific written indication of Contractor review and approval of submittal or that are transmitted with an unsigned or uncertified submission form or as may otherwise be required will be returned to Contractor unreviewed.



- G. Nonspecified Submissions: Submissions not required under these Contract Documents and not shown on submissions will not be reviewed and will be returned to the Contractor.
- H. Engineer's Review: Engineer will act upon Contractor submittal and transmit response to Contractor not later than 14 days after receipt, unless otherwise specified. Resubmittals will be subject to the same review time.
- I. Schedule Delays
  - 1. No adjustment of contract times or price will be allowed due to Engineer's review of submittals, unless all of the following criteria are met:
    - a. Contractor has notified Engineer in writing that timely review of submittal in question is critical to progress of Work and has received Engineer's written acceptance to reflect such on current accepted submissions and progress schedule. Written agreement by the Engineer to reduce submittal review time will be made only for unusual and Contractor-justified reasons. Acceptance of a progress schedule containing submittal review times less than specified or less than agreed to in writing by Engineer will not constitute Engineer's acceptance of the reduced review times.
    - b. Engineer has failed to review and return first submission of a submittal within agreed time indicated on current accepted schedule of submissions or, if no time is indicated thereon, within 21 days after receipt.
    - c. Contractor demonstrates that delay in progress of Work is directly attributable to Engineer's failure to return submittal within time indicated and accepted by Engineer.
  - 2. No adjustment of contract times or price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmission of submittals, including multiple resubmissions.

### **1.03 SUBMITTAL PREPARATION**

- A. Format: Whenever possible, schedule for and combine Shop Drawings and samples required for submission in each specification section into a single submittal package.
- B. Present in a clear and thorough manner and of sufficient detail to show kind, size, arrangement, and function of components, materials, and devices and compliance with Contract Documents. Identify details by reference to sheet and detail, and schedule or room numbers as shown on Drawings.
- C. Sheet Sizes: 8-1/2 inches by 11 inches or multiples thereof to a maximum of 22 inches by 34 inches.
- D. Piping Systems shall be drawn to scale.
- E. Product Data: Clearly mark each copy to identify pertinent products or models and show performance characteristics and capacities, dimensions and clearances required, wiring, or piping diagrams and controls, and external connections, anchorages, and supports required.

- F. Equipment and Component Titles: Identical to title shown on Drawings.
- G. Manufacturer’s standard schematic drawings and diagrams as follows:
  - 1. Modify to delete information that is not applicable to work.
  - 2. Supplement standard information to provide information specifically applicable to work.
- H. Identification of Submittals:
  - 1. Identify each submittal with the following numbering and tracking system:
    - a. Sequentially number each submittal.
    - b. Resubmission of a submittal will have original submittal number with sequential alphabetic suffix.
  - 2. Format: Orderly, indexed with labeled tab dividers.
  - 3. Show date of submission.
  - 4. Show project title, Owner’s contract identification, and contract number.
  - 5. Show names of Contractor, subcontractor, or supplier and manufacturer as appropriate.
  - 6. Identify, as applicable, Contract Document section and paragraph to which submittal applies.
  - 7. Identify submittal type. Submit only one type in each submittal package.
  - 8. Identify and indicate each deviation or variation from Contract Documents.

**1.04 SUBMITTAL QUANTITY, DISPOSITION, AND DISTRIBUTION**

- A. Submittal Quantity and Format
  - 1. Administrative, Shop Drawings and Product Data, Quality Control, and Project Closeout submittals: One electronic (pdf format) submittal.
  - 2. Utilize Submittal Transmittal form as described in Section 01999 – Project Forms as cover sheet for submittal. Submittal Transmittal form is available as Microsoft Word document and will be provided to contractor upon request.
  - 3. Samples: Two, unless otherwise specified in individual specification sections. Samples will not be returned.
- B. Submittal Disposition Categories

1. Engineer will review submittal information and generate a Submittal Review Form listing review comments and indicate submittal status.
2. Submittal status categories are listed below.
  - a. No Exception Taken (for incorporation in Work)
    - 1) Contractor may begin to implement activities to incorporate specific product(s) or Work covered by submittal.
    - 2) Ramifications to Schedule: Indicates that schedules provide for the orderly progression of the Work to completion within any specified milestones and the contract times, but such acceptance will neither impose on Engineer's responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
    - 3) Acceptance will indicate that submittal conforms to intent of Contract Documents as to form and substance.
  - b. Approved as Noted (for incorporation in work):
    - 1) Contractor may begin to implement activities to incorporate product(s) or work covered by submittal, in accordance with Engineer's notations.
    - 2) Contractor to satisfy comments and requirements generated during submittal review but resubmittal is not required.
  - c. Rejected:
    - 1) Contractor shall make corrections or develop replacement and resubmit (in same manner and quantity as specified for original submission).
    - 2) Submittal is not satisfactory and Contractor may not incorporate specific product(s) or conduct Work covered by submittal.
  - d. Revise and Resubmit:
    - 1) Contractor shall resubmit entire submittal after making required revisions (in same manner and quantity as specified for original submission).
    - 2) Submittal is not satisfactory and Contractor may not incorporate specific product(s) or conduct Work covered by submittal.
  - e. Submit Specified Items:
    - 1) Contractor shall submit missing portions (in same manner and quantity as specified for original submission).

- 2) Submittal is not satisfactory and Contractor may not incorporate specific product(s) or conduct Work covered by submittal, unless otherwise noted in the Engineer's review comments.

C. Submittal Distribution

1. Submittals will be distributed to the following:
  - a. Owner.
  - b. Resident Project Representative.
  - c. Engineer.
  - d. Contractor

### 1.05 SHOP DRAWINGS AND SAMPLES SUBMITTAL REQUIREMENTS

A. Identify and Indicate:

1. Pertinent drawing sheet(s) and detail number(s), products, units and assemblies, and system or equipment identification or tag numbers.
2. Critical field dimensions and relationships to other critical features of Work.
3. Samples: Source, location, date taken, and by whom.
4. Each deviation or variation from Contract Documents.
5. Where spare parts are to be provided under individual specification sections, indicate the lead time for delivery of all spare parts and a list of suppliers of the spare parts.

B. Design Data: When specified, provide project-specific information as required and as necessary to clearly show calculations, dimensions, logic and assumptions, and referenced standards and codes upon which design is based.

C. Foreign Manufacturers:

1. When proposed, include the following additional information:
  - a. Names and addresses of at least two companies closest to Project that maintain technical service representatives.
  - b. List of local spare parts and accessories available for proposed equipment.

### 1.06 ADMINISTRATIVE SUBMITTAL REQUIREMENTS

A. Description:

1. Administrative submittals are not Shop Drawings or samples and do not reflect quality of product or method of construction.

2. May include, but is not limited to, those submittals identified below:
  - a. Applications for Payment.
  - b. Progress Reports and Quantity Charts: As may be required in Section 01325 – Progress Schedules and Reports.
  - c. Progress Schedule(s): Meet the requirements of Section 01325 – Progress Schedules and Reports.
  - d. Schedule of Values: Meet the requirements of Section 01200 – Price and Payment Procedures.
  - e. Submittals Required by Laws, Regulations, and Governing Agencies:
    - 1) Submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required directly to the applicable federal, state, or local governing agency or their representative.
    - 2) Transmit to Engineer for Owner’s records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.

#### **1.07 QUALITY CONTROL SUBMITTAL REQUIREMENTS**

- A. Quality control submittals may include, but are not limited to, those submittals identified below:
  1. Certificates as described in Section 01450 – Quality Control.
  2. Statements of Qualification as described in Section 01450 – Quality Control.
  3. Field Samples: Provide as required by individual specifications and as may be required by Engineer during progress of Work.
  4. Written Test Reports of Each Test and Inspection as described in Section 01450 – Quality Control.

#### **1.08 CONTRACT CLOSEOUT SUBMITTAL REQUIREMENTS**

- A. Closeout documents: As required in Section 01770 – Closeout Procedures.
- B. Record Drawings: As required in Section 01780 – Record Drawings.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01450**  
**QUALITY CONTROL**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. The requirements of this Section are primarily related to performance of the Work beyond furnishing of manufactured products.

**1.02 DEFINITIONS**

- A. The term “Quality Control” includes inspection, sampling and testing, and associated requirements.

**1.03 INSPECTION AT PLACE OF MANUFACTURE**

- A. Inspection at Plant: Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture.
- B. Inspection Not a Waiver: The presence of the Engineer at the place of manufacture, however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the Contractor and said duty shall not be avoided by any act or omission on the part of the Engineer.

**1.04 SAMPLING AND TESTING**

- A. Sampling and Testing Methods: Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the Owner reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the Engineer will insure the Owner that the quality of the workmanship is in full accord with the Contract Documents.
- B. Testing Waiver: Any waiver by the Owner of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Faulty Work Correction: Notwithstanding the existence of such waiver, the Engineer reserves the right to make independent investigations and tests, and failure of any portion of the Work to meet any of the requirements of the Contract Documents shall be reasonable cause for the Engineer to require the removal or correction and reconstruction of any such Work, in accordance with the Standard General Provisions.

**1.05 DOCUMENTATION**

- A. Written Test Reports of Each Test and Inspection

1. As a minimum, include the following:
  - a. Date of test and date issued project title and number, testing laboratory name, address, telephone number, and name and signature of laboratory inspector.
  - b. Date and time of sampling or inspection and record of temperature and weather conditions.
  - c. Identification of product and specification section, location of sample, test, or inspection in the Project, type of inspection or test with referenced standard code, certified results of test.
  - d. Compliance with Contract Documents and identifying corrective action necessary to bring materials and equipment into compliance.
  - e. Provide an interpretation of test results, when requested by Engineer.

**B. Certificates**

1. Certificates of Successful Testing or Inspection. Submit when testing or inspection is required by laws and regulations, manufacturer, or governing agency or specified in the individual specification sections.

**C. Statements of Qualification: Evidence of qualification, certification, or registration. As required in these Contract Documents to verify qualifications of professional land surveyors, engineers, materials testing laboratories, specialty subcontractors, trades, consultants, installers, and other professionals.**

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION**

**3.01 INSTALLATION**

- A. Inspection: The Contractor shall inspect materials or equipment upon arrival on the job site and immediately prior to installation and reject damaged and defective items.
- B. Measurements: The Contractor shall verify measurements and dimensions of the Work, as an integral step of ordering materials and equipment and of starting each installation.
- C. Manufacturer’s Instructions: Where installations include manufactured products, the Contractor shall comply with the Manufacturer’s applicable instructions and recommendations for storage and installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the Contract Documents.

**END OF SECTION**

**SECTION 01458**  
**TESTING LABORATORY SERVICES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Requirements and responsibilities for Project laboratory testing services.
- B. Related Sections:
  - 1. Section 01330 – Submittal Procedures
  - 2. Section 02315 – Excavation and Backfill
  - 3. Section 02510 – Water Distribution
  - 4. Section 02740 – Flexible Pavement
  - 5. Section 03300 – Cast-in-Place Concrete

**1.02 SUBMITTALS**

- A. Submittals shall be per Section 01330 – Submittal Procedures.
- B. All test results within 7 days of receipt from the testing laboratory or third-party testing agency.

**1.03 INDEPENDENT TESTING**

- A. Samples for chlorine residual and bacteriological testing will be taken and analyzed by the Owner at no cost to the Contractor.
  - 1. Contractor shall be responsible for subsequent testing if the initial testing fails.
  - 2. Owner shall provide care and transport of samples to laboratory.
- B. Owner shall provide services for of an independent testing laboratory and/or inspector for:
  - 1. Soils: Gradation, moisture density standards determination, and in place density tests required by Division 2.
  - 2. Concrete: Mix design, consistency, air content, and compressive test cylinder casting, and compression testing required by Section 03300 – Cast-in-Place Concrete.
  - 3. Flexible Pavement: Mix design and components in accordance with Section 02740 – Flexible Pavement.
- C. All other tests, specified within the Project Manual, shall also be the responsibility of the Contractor, unless otherwise noted in the individual sections.



- D. The Owner reserves the right to require the Contractor to pay for the cost of any additional tests that are required due to failure (such as water quality tests), poor workmanship, testing delays due to incomplete work, or other non-Owner/Engineer related circumstances.

**1.04 RESPONSIBILITIES OF CONTRACTOR**

- A. Cooperate with laboratory personnel and provide access to Work.
- B. Contractor shall assist and accommodate collection of samples by Owner’s agent.
- C. Provide preliminary representative samples of materials to be tested to laboratory in required quantities.
- D. Furnish copies of test reports to the Owner.
- E. Furnish casual labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To assist laboratory personnel to obtain and handle samples at the site.
  - 3. To facilitate inspections and tests.
  - 4. For laboratory’s exclusive use for storage and curing of test samples.
- F. Notify Owner and laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests, in no case shall notification be less than 48 hours before the required test.
- G. Contractor shall be responsible for Contractor’s quality control tests.
- H. Provide Engineer with copy of all test results within 7 days of receipt from the testing laboratory
- I. Organize spoils stockpiles in 25 CY increments to ensure no cross-contamination between contaminated and non-contaminated soils.

**1.05 RESPONSIBILITIES OF OWNER**

- A. Owner will provide the Contractor with a copy of all test results within 7 days of receipt from the testing laboratory for Owner paid testing.

**PART 2 – MATERIALS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01510**  
**TEMPORARY UTILITIES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Furnish, install, and maintain temporary utilities necessary for construction. Remove temporary utilities upon completion of Work.
- B. Related Sections
  - 1. Section 01520 – Temporary Facilities

**1.02 TEMPORARY COMMUNICATION AND DATA SERVICE**

- A. The Contractor shall furnish communication and data service as necessary for their use at the Project site.
- B. The cost of installation and monthly bills for the Contractor’s communication and data service shall be borne by the Contractor.

**1.03 TEMPORARY WATER**

- A. Water for testing, flushing, or cleanup purposes shall be provided by the Owner.
  - 1. Contractor shall pay a refundable fire hydrant meter deposit and secure hydrant meter from Owner.
  - 2. Contractor shall utilize meter when taking water from system hydrants. There will be no charge to the Contractor for the volume of water used.
- B. Contractor is not authorized to operate any IVGID system valves and shall coordinate construction needs with IVGID a minimum 48 hours prior to any existing valve operation requirements.
- C. The Contractor shall provide all other pipe fittings and connections necessary to access Owner’s water.
- D. The Contractor shall provide backflow preventer devices, approved by the Owner, to prevent a cross connection between the water supply and wastewater conveying systems, where necessary.

**1.04 TEMPORARY ELECTRIC POWER**

- A. Unless otherwise specified, the Contractor shall provide all necessary power and special connections to power lines.
- B. Temporary electric power installation shall meet the construction safety requirements of OSHA, state, and other governing agencies.

**1.05 TEMPORARY HEATING**

- A. The Contractor shall provide temporary heating, covering, and enclosures as necessary to protect all work and material against damage by dampness and cold, and to facilitate completion of the work. The Contractor shall supply all the fuel, equipment, and materials required for temporary heating.

**1.06 REMOVAL OF TEMPORARY UTILITIES**

- A. At such time or times any temporary utilities are no longer required for the work; the Contractor shall notify the Owner of his intent and schedule for removal of the temporary utilities.
- B. Contractor shall obtain the Owner’s approval before removing temporary utilities.
- C. Contractor shall return hydrant meter to Owner.
- D. As approved, the Contractor shall remove the temporary utilities from the site as his property and leave the site in such condition as directed by the Owner, and/or as shown on the Drawings.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01520**  
**TEMPORARY FACILITIES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. This section includes requirements for installation and removal of temporary facilities.
- B. Related Sections
  - 1. Section 01510 – Temporary Utilities

**1.02 CONTRACTOR’S WORK AREA**

- A. The Contractor shall confine work within the limits of temporary and permanent easements designated on the Drawings and rights-of-way where permission for encroachment has been granted.

**1.03 SECURITY**

- A. Contractor shall take all necessary steps to secure the construction site, including, but not necessarily limited to, fencing, lighting, and night watchmen.

**1.04 USE OF THE OWNER’S FACILITIES**

- A. The Contractor may not use any of the Owner’s telephones, restrooms, utilities, or facilities during this project.

**1.05 CONTRACTOR BUILDINGS AND STORAGE AREAS**

- A. Contractor shall furnish, at his own expense, all offices, sheds, storage buildings, shelters, and protection for workers that he may require for his own use or may deem fit. All structures and their locations shall be approved by the Engineer prior to construction or placement on site.
- B. The Contractor shall provide temporary storage space for the protection of equipment and materials as recommended by manufacturers of such equipment and materials. The Contractor may make arrangements with the Owner to store equipment and material around the job sites solely at the discretion of the Owner.
- C. Materials such as pipe and reinforcing and structural steel shall be stored on pallets or racks, off the ground, and stored in a manner to allow ready access for inspection and inventory. Temporary gravel surfacing of the storage yards shall meet with the approval of the Engineer.
- D. Combustible materials (paints, solvents, fuels, etc.) shall be stored in a well-ventilated building, removed from other buildings.

1. Store petroleum products, industrial chemicals, and similar toxic or volatile materials in durable containers approved by Engineer and located in areas where accidental spillage will be contained.
2. Store substantial quantities of materials in an area surrounded by containment dikes of sufficient capacity to contain an aggregate capacity of tanks.

#### **1.06 SANITARY FACILITIES**

- A. The Contractor shall provide adequate toilet facilities and washing facilities for all workers and Owner's Representatives employed on the site. The Contractor shall maintain the same in a sanitary condition at all times and shall then remove the facilities and disinfect the premises. All portions of the work shall be maintained at all times in a sanitary condition.
- B. When sewer service is proposed to be disrupted or temporarily disabled to residences, Contractor to provide portable toilet facilities for residents to utilize.
  1. Toilet facilities shall be ADA compliant.
- C. The Contractor shall establish a regular collection of all sanitary and organic wastes based on expected occupancy and use.
- D. Contractor shall dispose of all wastes in accordance with state laws and regulations.

#### **1.07 CONSTRUCTION CLEANING AND WASTE DISPOSAL**

- A. Keep the site and other areas used in a neat and clean condition, free from any accumulation of rubbish.
- B. Clean up the debris resulting from work at least once a day or more often if it interferes with the work of others or presents a fire hazard.
- C. Dispose of rubbish and waste materials and establish regular intervals of collection and disposal.
- D. Disposal of all rubbish and surplus materials shall be off the site of construction, at the Contractor's expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws.
  1. Burning of debris is not permitted.
- E. The Contractor shall notify the Owner and Engineer of the dump site utilized. Refuse shall only be disposed of in approved landfill sites.
- F. Dispose of offsite, in a lawful manner conforming to applicable local, state and federal laws, wastes, effluents, trash, garbage, oil, grease, chemicals, cement, bitumen, etc., petroleum, and chemical products or wastes containing such products.
  1. Furnish Owner with documentation showing compliance with this requirement.

2. The Contractor shall be responsible for obtaining a suitable site for discharge of any fluid wastes (such as oil, gasoline, sewage, dechlorination water) or any other wastes which are prohibited by local ordinances.
  - a. Disposal into storm or sanitary sewers, streams, or waterways will not be permitted.
  - b. Any discharge site or method of disposal must be approved by the Engineer.

**1.08 REMOVAL OF TEMPORARY FACILITIES**

- A. At such time or times any temporary facilities are no longer required for the work; the Contractor shall notify the Owner of his intent and schedule for removal of the temporary facilities.
- B. Contractor shall obtain the Owner's approval before removing temporary facilities.
- C. As approved, the Contractor shall remove the temporary facilities from the site as his property and leave the site in such condition as directed by the Owner, and/or as shown on the Drawings.
- D. When Work is completed, remove storage and other Contractor buildings and facilities, and restore sites to a neat and presentable condition appropriate to surrounding landscape, unless otherwise specified.
- E. Remove debris resulting from Contractor's operation.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 01550**  
**VEHICULAR ACCESS AND PARKING**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. The work included under this section shall consist of providing for the public’s convenience, safety, and maintaining traffic control, including flaggers.
- B. Related Sections:
  - 1. Section 01110 – Summary of Work
  - 2. Section 01330 – Submittal Procedures

**1.02 SUBMITTALS**

- A. Submittals shall be per Section 01330 – Submittal Procedures.
- B. Traffic Control Plans
  - 1. Submit for review and approval by Owner.

**1.03 PUBLIC AND CONSTRUCTION ACCESS**

- A. Each bidder shall visit the site of the proposed work and become fully acquainted with conditions relating to construction and labor so that the Contractor may fully understand the vehicle and pedestrian traffic volumes, special access requirements to businesses and/or residences, existing conditions relating to lateral locations, facilities, difficulties, and restrictions attending the execution of the work under the Contract.
- B. Public, Commercial, and Emergency Access
  - 1. The Contractor’s operations shall cause no unnecessary inconvenience to the public.
    - a. Delays shall be kept to 10 minutes or less.
    - b. The access rights of the public shall be considered at all times.
  - 2. Unless otherwise authorized by proper local authority, traffic shall be permitted to pass through the work site on approved or specified detours.
  - 3. Safe and adequate access shall be provided and maintained to fire hydrants and all utility control locations. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.
  - 4. Residents along the road or street shall be provided passage. Convenient access to driveways, houses and buildings along the road or street shall be maintained. Temporary crossings shall be provided and maintained in good condition.



5. The blocking of industrial, commercial, or institutional driveways shall not be allowed. Access shall be provided to permit the movement of vehicles to and from the grounds of such establishments. Contractor shall provide vehicular access to all other types of driveways at all times except during actual construction.

C. Construction Access and Haul Roads

1. Comply with all laws and regulations.
2. All streets in the construction area used by Contractor's trucks or any other equipment hauling material to and from the area whether within the contract limits or adjacent thereto shall continuously be kept clean and shall be serviced by continuous use of sprinkling trucks to control dust.
3. Institute dust and mud control until streets are accepted by the public agency responsible for maintenance or Contractor is relieved of the responsibility by such agency.
4. Sprinkling for dust shall be at the Contractor's expense.
5. Keep haul roads free from dirt, rubbish, and unnecessary obstructions.
6. Any damage to roadway surfaces from the direct or indirect result or the Contractor's operation shall be repaired by the Contractor to the satisfaction of the responsible agency.

**1.04 STAGING AND PARKING AREAS**

A. Staging Areas

1. Construction staging area shall be coordinated and secured by Contractor.
2. Contractor may obtain permissions to stage at offsite locations on own accord and at own cost.
3. Contractor shall be responsible for the security of all equipment and materials.
4. Storage of Equipment and Materials in Public Streets
  - a. Construction materials may not be stored in streets, roads, or highways after unloading except where such street or road is provided with a detour, not blocking access to a residence, and has been approved in writing by Washoe County. All such materials or equipment not installed or used in the construction shall be stored elsewhere by the Contractor at Contractor's expense unless Contractor is authorized additional storage space.
  - b. Washoe County may designate which areas within right-of-way may be used when and for how long.
  - c. Excavated material, except that which is to be used as backfill in the adjacent trench, may not be stored in public streets, roads, or highways unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

- B. Parking Space for Contractor's Employees
  - 1. Employees of the Contractor shall park vehicles in:
    - a. Designated areas secured by the Contractor.
    - b. Designated Project areas approved by the Owner if available.
    - c. Rights-of-Way as approved by encroachment permits.

**1.05 STREET CLOSURES, DETOURS, BARRICADES**

- A. The Contractor shall comply with all applicable State, County, and City requirements for closure of streets.
- B. The Contractor shall provide barriers, guards, lights, signs, temporary bridges, flaggers and other persons; advise the public of detours and construction hazards; and notify local newspapers of detours. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. Contractor shall furnish and install, and upon completion of work, promptly remove all signs and warning devices.
- C. Not less than 7 days prior to closing, or partially closing, or reopening any street, the Contractor shall notify, in writing, the local Fire Protection District, Sheriff or Police Department, the local School District; Engineer and Owner; and other city, county, and State offices as may be appropriate. All road closures shall be approved in writing by Owner. All roads shall be opened at the end of each workday.
- D. Not more than one cross street shall be temporarily closed at any time unless prior written authorization is granted by Engineer.

**1.06 ADVISORIES TO THE PUBLIC**

- A. Contractor shall provide adequate signage on affected streets to notify the public of the anticipated start and completion dates for work on each street within the project area. Variable message boards or temporary signs complying with MUTCD requirements shall be used, with approval by the Engineer. All messages for variable message boards or temporary signs shall be approved by the Engineer prior to use. Contractor shall also provide separate notification of specific dates and time periods when each street, driveway or section of street will be closed to all traffic.

**1.07 SIGNS, LIGHTS, AND DEVICES**

- A. All signs, lights, barricades, and use of flaggers shall conform to the requirements set forth in the *Nevada Work Zone Traffic Control Handbook* by the Nevada Department of Transportation, and the *Manual on Uniform Traffic Control Devices* by the Federal Highway Administration.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01560**  
**TEMPORARY ENVIRONMENTAL CONTROLS**

**PART 1 – GENERAL**

**1.01 GENERAL**

- A. The Contractor shall satisfy all environmental protection requirements of this Section, and those of other permits and agreements acquired by the Contractor or the Owner. In case of a discrepancy between this Section and the permits and agreements, the most stringent requirements shall apply.

**1.02 DUST ABATEMENT**

- A. The Contractor shall furnish all labor, equipment, and means required, and shall carry out effective measures wherever and as often as necessary, to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or, in the opinion of the Engineer, causing a nuisance to the public. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.

**1.03 DISPOSAL OF WATER**

- A. The Contractor shall develop and obtain approval of its plan to dispose of any water used at the site for the purposes of this project.

**1.04 RUBBISH CONTROL**

- A. During the progress of the Work, the Contractor shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.
- B. All temporary erosion control measures shall be installed according to the drawings and TRPA “Handbook of Best Management Practices” and approved by the Engineer prior to the TRPA pre-grading inspection. All pollution control measures and works including, but not limited to, temporary erosion control shall be properly maintained in a functional condition during the entire construction period and relocated as necessary at no change in Contract Price. Upon completion of project, all temporary pollution control measures shall be removed, and the site restored in accordance with the Contract Specifications.
- C. Contractor is to be aware of District’s Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location, and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top and is to remain locked and secured at all times.

## 1.05 SANITATION

- A. **Toilet Facilities:** Fixed or portable chemical toilets shall be provided by Contractor for the use of employees and the Engineer. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. **Sanitary and Other Organic Wastes:** The Contractor shall establish a regular collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor, or organic material wastes from any other source related to the Contractor's operations, shall be disposed of away from the site in a manner satisfactory to the Engineer, and in accordance with all laws and regulations pertaining thereto.

## 1.06 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

## 1.07 POWER

- A. The Contractor shall be responsible for providing power for this project.

## PART 2 – PRODUCTS

- A. All materials shall conform to the requirements of the Tahoe Regional Planning Agency's (TRPA) "Handbook of Best Management Practices." The Contractor's attention is especially directed to Supplementary Conditions 6.08 "Permits" regarding specific requirements for pollution control measure and standards. The Contractor shall furnish all materials necessary, whether shown on plans or not, for the prosecution and completion of the work contained within this specification and as specified in the permits and agency requirements referenced in SC 6.08.
- B. Straw will not be allowed for use for temporary erosion control or for mulch material.
- C. Sandbag sediment barrier shall be used in all roadside v-ditches and curbs, in accordance with TRPA Handbook of Best Management Practice, sediment barriers shall be placed on the downhill side of construction work area.
- D. Silt fencing shall be installed to protect all creeks, boggy areas, etc.
- E. No work shall begin on this contract until all necessary pollution control equipment and materials are on site, and in place.

## PART 3 – EXECUTION (NOT USED)

**END OF SECTION**

## **SECTION 01590**

### **PROTECTION OF EXISTING PROPERTY AND FACILITIES**

#### **PART 1 – GENERAL**

##### **1.01 SUMMARY**

- A. Protect and maintain all underground or aboveground utilities and structures affected by the Work; all lawns, shrubs, trees, fences, rockeries, etc.; and parking strips or private property crossed by or adjacent to the site.
- B. Repair and restore damage to the satisfaction of Owner.
- C. Related Sections
  - 1. Section 01570 – Temporary Controls

##### **1.02 PROTECTION OF PROPERTY AND EXISTING FACILITIES**

- A. Provide protections necessary to prevent damage to private, County, State, and Federal property and facilities.
- B. Provide protections necessary to prevent damage to structures, foundations, hardscape, streets, walls, etc. resulting from addition or removal of water, vibration or shaking from explosives or compaction effort, foundation undermining, or any other activities which may cause damage.

##### **1.03 PROTECTION OF EXISTING UTILITIES**

- A. Make all arrangements necessary for the protection of utilities and services where Contractor's operations could cause damage or inconvenience to railway, telephone, television, power, oil, gas, water, sewer, irrigation systems, or other utility or service.
- B. Locate all utilities that may interfere with or be damaged by the Work.
- C. Unless otherwise indicated on the drawings or specified herein, the Contractor shall maintain service in all water, gas, or sewer lines; lighting power or telephone conduits; and other surface or subsurface structures of any nature that may be affected by the work.
  - 1. Should it be necessary in the performance of the work to disconnect or reroute any such facility, the Contractor shall make satisfactory arrangements with property owners and/or utility owners.
  - 2. Satisfactory arrangements shall include at least 48-hour notice to property owners and utility companies.
  - 3. The Contractor will be held liable to the owners of utilities and other improvements and to property owners for any damage or interference with service resulting from his operations, and all expenses of whatever nature arising from disconnection, rerouting, damage or replacement of such facilities shall be borne by the Contractor.

- D. Relocation of existing utilities shown on the Plans shall comply with the standards and requirements of the utility owner.
- E. Neither Owner nor Engineer shall be responsible to Contractor for damages because of the Contractor's failure to protect utilities encountered in the Work.
- F. Replace existing utilities or structures removed or damaged by Contractor during construction, unless otherwise provided for in these Contract Documents.
- G. Locating of AT&T's facilities must be arranged by contacting the local one-call utility notification center (USA) at 1-800-227-2600 or AT&T's cable hazards center at 1-800-252-1133 no less than two working days in advance of any activity within 10' of cable. AT&T plant protection services must be contacted, and be on site prior to any proposed activities within 10' of cable.

**1.04 NOTICE TO UNDERGROUND UTILITIES LOCATE SERVICE**

- A. In accordance with NRS 455 and NAC 455, call 811 for underground utility locate service before beginning Work.

**1.05 PROTECTION OF TREES AND VEGETATION**

- A. Protect existing trees and other vegetation indicated to remain in place against cutting, breaking or skinning of roots, skinning and bruising of bark, or smothering of trees by stockpiling materials within dripline. Provide necessary temporary guards to protect trees and vegetation to remain in place.
- B. Lawn hedges, shrubs, trees, etc., encountered in the line of work shall be carefully removed, kept moist and returned to their former location, and kept moist until well established, unless the plans indicate such items to be removed permanently, or indicated on the plans, no trees, plants or other ornamental vegetation shall be removed without the express written permission of the Engineer.
- C. Make every effort to minimize damage and cutting major tree roots during excavation operations. Provide protection for larger tree roots exposed or cut during excavation operations.

**1.06 PROTECTION OF SURVEY MONUMENTS**

- A. Preserve all existing Federal, State, County and private survey monuments, unless unavoidable due to requirements of Work. When it is unavoidable to disturb these monuments, notify Engineer at least two weeks in advance of the proposed Work in order that Engineer will have ample opportunity to reference these monuments for later replacement by Contractor.
- B. Replaced or reset monuments shall be of acceptable type and quality, placed in a manner consistent with recognized engineering and surveying practices.

**1.07 REPAIR OF DAMAGED WORK OR PROPERTY**

- A. Repair or replace or arrange for the repair or replacement of all such damage to roads, highways, ditches, bulkheads, walls, bridges, culverts, utilities, barricades, lights, or other property, caused

by Contractor, whether such damage be at the site or caused by transporting or hauling to or from the site to the satisfaction of the Owner.

- B. Any material damaged by the Contractor's operations shall be replaced with new material unless otherwise approved by Owner.
- C. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in execution of Work, or in consequence of non-execution of Contractor, restore, or have restored at Contractor's expense, such property to a condition similar and equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or make good damage or injury in some other manner acceptable to Engineer.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**





**SECTION 01720  
FIELD SURVEYING**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Work includes all professional survey services necessary for complete layout and construction staking of the proposed Work by the Contractor.
- B. All survey work shall be the responsibility of the Contractor, Section 00800 - Supplemental Conditions, Paragraph SC 4.03.A.

**1.02 SURVEY CONTROL**

- A. Vertical and horizontal datum are based on the coordinates and benchmarks shown on the Drawings or as provided by the Owner prior to the start of construction. The Contractor shall locate and protect Owner furnished control points prior to starting the Work and preserve control points during construction. The Contractor shall re-establish all control points disturbed by its operations at no cost to Owner.
- B. The Contractor shall be responsible for the preservation of all existing survey monuments or permanent benchmarks. Any monuments or benchmarks disturbed or destroyed by Contractor shall be referenced and replaced by a licensed land surveyor. A corner record or record of survey, as appropriate, shall be filed by the licensed land surveyor as required by the NRS with the appropriate local government agencies.

**1.03 UTILITY DATA**

- A. Utility information shown on the Drawings is the best available data. The Contractor is responsible for obtaining the services of a locating company for location of utilities throughout the project.
- B. Many utilities may in fact be abandoned utilities. The Contractor must confirm with the Owner's maintenance staff on the status of utilities.
- C. Location of all utilities shall be pothole located at the point of connection. Vertical control data shall be recorded for concurrence with connection to the existing water main, prior to start of construction.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION**

**3.01 EXAMINATION**

- A. Identification: Verify location of benchmarks and control points provided by the Owner.
- B. Verify layout information shown on the Drawings in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.

1. Do not change or relocate benchmarks or control points without prior written approval from the Owner. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
2. Promptly notify Owner if project control points are destroyed.

### **3.02 PERFORMANCE**

- A. Work from lines and levels established by the field survey. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
  1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
  2. As construction proceeds, check every major element for line, level, and plumb.

**END OF SECTION**

**SECTION 01770  
CLOSEOUT PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Key tasks that must be completed to close out this Contract.
- B. Related Sections
  - 1. Section 01780 – Record Drawings
  - 2. Section 01785 – Guarantees
  - 3. Section 01999 – Project Forms

**1.02 FINAL SUBMITTALS**

- A. The Contractor, prior to requesting final payment, shall obtain and submit the following items to the Engineer, as applicable:
  - 1. Final Record Drawings
  - 2. Written guarantees, where required.
  - 3. Technical Manuals and instructions.
  - 4. Maintenance stock items; spare parts; special tools.
  - 5. Completed and approved record documents.
  - 6. Certificates of inspection and certificates of acceptance by local governing agencies.
  - 7. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.
  - 8. Release form from all property owners for which the Contractor has made agreements.

**1.03 SUBSTANTIAL COMPLETION**

- A. Contractor shall complete all the work within the time designated in the Agreement unless modified by Change Order or the Certificate of Substantial Completion.
- B. Should the Owner or Engineer consider that Work is not Substantially Complete:
  - 1. Owner shall notify the Contractor in writing stating reasons thereof.
  - 2. Contractor shall complete Work and send subsequent written notice(s) to Owner and Engineer certifying that Work or designated portion of the Work is Substantially Complete.

- C. Contractor shall submit all warranty certificates at the time of application for Substantial Completion. The guarantee and warranty periods begin with the date of Final Acceptance. However, in connection with any specific equipment certified by the Owner as completed and its use or operation thereof for its intended purpose is assumed by the Owner, the warranty period for such equipment shall begin with the beginning date of such use or operation.

#### 1.04 FINAL CLEANING

##### A. Final Cleaning of Structures:

1. In preparation for Substantial Completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
2. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
3. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
4. Broom clean paved surfaces; rake clean other surfaces of grounds.
5. Maintain cleaning until Work is complete.

##### B. Final Cleanup of Pipelines:

1. Final cleanup work shall be completed as closely behind the Work as it is physically possible to do.
2. Unless otherwise specifically provided in writing only those portions of the completed Work will be included in the partial pay estimates where, in the Owner's or Engineer's opinion, the cleanup work has been satisfactorily completed.
3. Refer to specific sections for detailed requirements for cleanup of pipelines.

##### C. General Cleanup:

1. Before Final Acceptance, the Contractor shall remove and obliterate, insofar as feasible, all objects or disturbances of the ground that mar the landscape and were caused by his operations, whether or not part of the improvement.
2. Rubbish, excess materials, temporary structures, and discarded equipment shall be removed and disposed of daily.
3. Fill holes and grade to smooth land contours. Shape ends of cuts and fills to fit adjacent terrain.
4. Hand rake disturbed areas to remove loose objects including rock and clods in excess of 2 inches in any dimension.
5. Sweep pavement, curb and gutter, sidewalks and driveways.

**1.05 FINAL INSPECTION**

- A. Final inspection shall be conducted in accordance with the Contract.

**1.06 FINAL PAYMENT**

- A. Submit final pay request to Owner in accordance with the Contract.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 01780**  
**RECORD DRAWINGS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Requirements and procedures for Record Drawing preparation, updates, review, and submittal.

**1.02 DEFINITIONS**

- A. Record Drawings refer to those documents maintained and annotated by the Contractor during construction and are defined as:
  - 1. A neatly and legibly-marked set of Contract Drawings showing the final as-built location and size of piping, equipment, electrical conduits, outlet boxes, cables, panels, and any other major elements of the Work.
  - 2. Additional as-built documentation, such as schedules, lists, drawings, standard details, and electrical and instrumentation diagrams included in the Contract Documents or Shop Drawings.
  - 3. Contractor as-built layout and installation drawings.

**1.03 RECORD DRAWING REQUIREMENTS**

- A. Unless otherwise specified, Record Drawings shall be full size and maintained in a clean, dry, and legible condition.
- B. Record documents shall not be used for construction purposes and shall be available for review by the Engineer during normal working hours at the Contractor's field office.
- C. At the completion of the Work, prior to final payment, completed Record Drawings shall be submitted to the Engineer. The Contractor is responsible for submission of the completed Record Drawing set for all portions of the Work including those portions performed by subcontractors. The Record Drawing submitted will be rejected unless all Contract Drawings and all disciplines are included. Submit original with color markup as described below.
- D. Marking of the Drawings shall be kept current and shall be done at the time the material and equipment is installed.
- E. Changes shall be made to the Record Drawing when items are installed 0.25 feet horizontal or 0.1 feet vertically or more from the location designated on the Contract Drawings.
- F. Annotations to the record documents shall be made with an erasable colored pen or pencil conforming to the following color code:
  - 1. Additions/Modifications: Red.
  - 2. Deletions: Green.



3. Comments: Blue.
- G. Legibly mark to record actual depths and slopes, horizontal and vertical location of underground raceways, cables, and appurtenances referenced to permanent surface improvements.
- H. The Contractor's Record Drawings will be reviewed monthly by the Engineer for completeness prior to preparing the progress estimate for payment. If the Record Drawings do not reflect the work performed, a portion of the payment for that item of work will be withheld from the progress estimate.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01999**  
**PROJECT FORMS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Information and use of forms that will be used during the performance of Work.

**1.02 FORMAT**

- A. The forms listed below will be used for performance of the Work as indicated. This is not a complete listing of all required forms. The Contractor shall properly complete all forms required by the Contract Documents or the Project Manager. The Project Manager shall review and approve all submitted forms. If submitted forms are not acceptable, the Contractor shall resubmit forms in an acceptable format.
  - 1. Substitution of forms by Contractor may occur upon review and approval of Project Manager prior to use.
- B. Electronic Versions: Forms will be provided in either Microsoft Word, Microsoft Excel, or PDF format.

**1.03 FORMS**

- A. Application for Payment (EJCDC Form)
- B. Weekly Quantity Installed Certification Form
- C. Change Order (EJCDC Form)
- D. Submittal Transmittal
- E. Guarantee Documentation Form
- F. Certificate of Substantial Completion (EJCDC Form)
- G. Release and Certificate of Payment

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION**

**3.01 COMPLETING FORMS**

- A. All documents are to be filled out by the Contractor using the format provided by the Project Manager. It is at the discretion of the Project Manager if other forms or formats will be accepted.

### **3.02 SIGNING FORMS**

- A. Original hand-written signatures are acceptable for all documents. The Contractor is to fill out the document either digitally or legibly prior to signing the hard copy.
- B. Use of digital signatures will be discussed and agreed upon before use.

**END OF SECTION**



Change Order No. \_\_\_\_\_

Date of Issuance:	Effective Date:
Buyer:	Buyer's Contract No.:
Seller:	Seller's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: \_\_\_\_\_  
Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>	<b>ACCEPTED:</b>
By: _____ Engineer (if required)	By: _____ Buyer (Authorized Signature)	By: _____ Seller (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_









# Release and Certificate of Payment

By: \_\_\_\_\_ By: \_\_\_\_\_  
Owner (Authorized signature) Contractor (Authorized Signature)  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

1. Date: \_\_\_\_\_
  2. Contractor:
    - a. Name: \_\_\_\_\_
    - b. Address: \_\_\_\_\_
    - c. Telephone: \_\_\_\_\_
  3. Project:
    - a. Name: \_\_\_\_\_
    - b. Contract #: \_\_\_\_\_
  4. Payment Amount: \$ \_\_\_\_\_
  5. Period Covered: \_\_\_\_\_
  6. Final Payment: \_\_\_\_\_
- Contractor covenants and warrants to: \_\_\_\_\_

and certifies as follows:

1. All persons, firms, corporations and other entities furnishing labor, employee benefits, materials, equipment, and/or professional services in connection with the Project, at the request of and for or on behalf of the Contractor will be paid through the period stated in No. 5 above from funds to be received from this payment. No person, firm, corporation, or other entity who has furnished labor, employee benefits, materials, equipment and/or professional services to the Contractor for the Project, has any right to file a claim or lien against the Project or against the Contractor's bonds, or any retained percentage, except as follows" (none, unless otherwise stated):
2. There are no federal, state or municipal taxes, warrants, levies, or other claims, charges, unpaid or delinquent, for which the Contractor or its subcontractors are responsible which constitute an encumbrance, claim, or lien against the Project, or the Contractor's bonds, or retained percentage. No government agency may file a warrant, lien, levy or other encumbrance against the Project or against the Contractor's bonds or retained percentages, except as follows (none, unless otherwise stated):
3. The undersigned Contractor agrees to indemnify and hold the Buyer harmless from any and all claims for payment which might be filed contrary to the representations made above and to defend any such claims without any cost, expense, or damages, to the Buyer.
4. The undersigned Contractor, in consideration for the Payment Amount shown above, hereby forever releases the Buyer, its sureties, and any bond or retainage from any and all claims for payment arising under or in connection with the Project during the period covered and accepts said payment as full compensation and consideration for all of the Work performed under this contract.
5. This certificate is made by the undersigned Contractor with a full understanding of the facts set forth herein, and for the purpose of inducing the Buyer to make payment to the Contractor on the assurance that there are no liens, claims or other encumbrances, except as described above.

- The person signing this document, regardless of whether they are signing in representative capacity, specifically represents that they have reviewed the relevant records of the Contractor, and have personal knowledge that all lienable claims referred to above have been paid. The undersigned also represents that they have been duly authorized to sign this release and to make the representations set forth above on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing statements are true and correct.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Name and Title of Contractor



# **Division 2 Site Construction**



**SECTION 02100**  
**TRAFFIC CONTROL AND PUBLIC SAFETY**

**PART 1 – GENERAL**

- A. The work included under this section shall consist of providing for the public's convenience, safety, and maintaining traffic control, including flaggers.

**1.02 TRAFFIC AND ACCESS**

- A. The Contractor's operations shall cause no unnecessary inconvenience to the public. The access rights of the public shall be considered at all times. Unless otherwise authorized by proper local authority, traffic shall be permitted to pass through the work site on approved or specified detours.
- B. Safe and adequate access shall be provided and maintained to fire hydrants and all utility control locations. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.
- C. Residents along the road or street shall be provided passage. Convenient access to driveways, houses and buildings along the road or street shall be maintained. Temporary crossings shall be provided and maintained in good condition.
- D. The blocking of industrial, commercial or institutional driveways shall not be allowed. Access shall be provided to permit the movement of vehicles to and from the grounds of such establishments. Contractor shall provide vehicular access to all other types of driveways at all times except during actual construction.

**1.03 STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS**

- A. Construction materials may not be stored in streets, roads, or highways after unloading except where such street or road is provided with a detour. All such materials or equipment not installed or used in the construction shall be stored elsewhere by the Contractor at Contractor's expense unless Contractor is authorized additional storage space.
- B. Excavated material, except that which is to be used as backfill in the adjacent trench, may not be stored in public streets, roads, or highways unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

**1.04 STREET CLOSURES, DETOURS, BARRICADES**

- A. The Contractor shall comply with all applicable State, County and City requirements for closure of streets. The Contractor shall provide barriers, guards, lights, signs, temporary bridges, reader boards, flaggers and other persons, advise the public of detours and construction hazards and notify local newspapers of detours. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. Contractor shall furnish and install, and upon completion of work, promptly remove all signs and warning devices.

- B. The Contractor shall submit detailed a traffic control plan for review and approval. Traffic control plan shall include a reader/message board to advise of road construction, closures, and detours. Message board is to be in place a minimum of 10 calendar days prior to construction.
- C. The Contractor may submit a request, with detailed traffic control plans, for road closures and detours for review and approval from the Engineer and Owner. If closure is approved, Contractor shall provide written notification to businesses and residents, as identified and directed by Owner. All road closures shall be approved in writing by Owner, who will be noticed 7 days in advance of such closure. All roads shall be opened at the end of each workday. Contractor to ensure all passageways are accessible for all vehicles (residential, commercial, and emergency).
- D. Not less than 2 days prior to closing, or partially closing, or reopening any street, the Contractor shall notify, in writing, the Fire Chief of the Washoe County Fire Protection District, Sheriff of Washoe County, Washoe County School District, Trash Service, Engineer, Owner and other city, county and State offices as may be appropriate.
- E. Not more than one cross street shall be temporarily closed at any time unless prior written authorization is granted by Engineer.

**1.05 SIGNS, LIGHTS AND DEVICES**

- A. All signs, lights, barricades, and use of flaggers shall conform to the requirements set forth in the “Manual on Uniform Traffic Control Devices” by the Federal Highway Administration.

**1.06 ADVISORIES TO THE PUBLIC**

- A. Contractor shall provide adequate signage on affected streets to notify the public of the anticipated start and completion dates for work on each street within the project area. Variable temporary signs complying with MUTCD requirements shall be used. Contractor shall also provide separate notification of specific dates and time periods when each street, driveway or section of street will be closed to all traffic. Notification shall be given to occupants of each residential or commercial unit affected within the project area two working days prior to start of work. Notification shall entail door-to-door notification in person of the placement of visible notification on each residence or businesses. Notices shall be provided to the Owner for review and approval prior to distribution.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION**

**SECTION 02150**  
**TEMPORARY SHORING**

**PART 1 – GENERAL**

**1.01 SCOPE**

- A. This section covers requirements for design, construction, maintenance, and removal of temporary shoring, sheeting, and bracing systems. The work includes, but is not limited to, structural support of excavations, trenches, and embankments greater than 4 feet in depth necessary for protection of personnel and existing or recently constructed facilities and utilities.
- B. Temporary shoring where required by SSPWC 305 and Federal OSHA Safety and Health Standards.
  - 1. Sheeting, bracing, shoring, or trench shields shall be used in the following conditions:
    - a. Where required by national or local safety regulations.
    - b. Where sloped trench walls are not adequate to protect personnel in the trench from slides, caving, sloughing, or other unstable soil conditions.
    - c. Where necessary to prevent structural damage to adjoining buildings, road, utilities, vegetation, or other facilities that cannot be moved or to prevent disruptions to businesses, provide traffic access, or similar concerns.
    - d. Where necessary to remain within construction easement or right of way.
- C. Engineered temporary shoring shall be designed in accordance with the requirements of these Specifications, which include, but are not limited to, geotechnical, design, and review considerations. Other shoring or bracing shall be planned in accordance with applicable codes and good construction practice.
- D. Shoring shall be designed and constructed to withstand all soil and hydrostatic loading that might occur during various stages of construction and for any surcharge loading caused by equipment loads and loads from material or soil stockpiles. The Contractor shall be responsible for determination of proper load distributions caused by such activities and shall assure that those conditions are not exceeded in the field during construction.
- E. Related Sections.
  - 1. Section 305.00, Standard Specifications for Public Works Construction (SSPWC)

**1.02 DEFINITIONS**

- A. Temporary Shoring: An assembly of structural elements to support earth materials. Temporary shoring includes, but is not limited to, shoring, sheeting, bracing, and underpinning.



- B. Existing Facility: A structure, utility, or constructed element that exists at the start of construction and is not shown on the contract drawings to be demolished. This definition also applies to recently constructed facilities or utilities that are constructed under this Contract.
- C. Engineered Temporary Shoring: Shoring that is designed by the Contractor. These structures shall be designed by a Structural Engineer registered in the State of Nevada to meet, as a minimum, the requirements of this Specification and Contract Drawings.

### 1.03 SUBMITTALS

#### A. Design Submittals:

- 1. The Contractor shall submit his plans for shoring and sloping to the Engineer for review at least three weeks prior to commencement of work. No excavation shall be started until the Engineer has reviewed the shoring system. The design submittals shall include the following items:
  - a. Design calculations shall be prepared by a Structural Engineer registered in the State of Nevada and include design criteria, analysis assumptions, construction sequence requirements, and detailed design of each system, structural elements, and connection. Calculations shall be submitted in bound volumes that include the responsible structural engineer's signed seal on the title page.
  - b. Detailed excavation support drawings (working drawings), showing all pertinent dimensions, spacing, and relationships among the components of the trench support system, as well as construction sequence and scheduling.
  - c. Detailed utility and structure support drawings where necessary.

#### B. Shop Drawings:

- 1. Submit the items listed below. These submittals must be reviewed and signed by the responsible Structural Engineer prior to submittal.
  - a. Shop fabrication details for all fabricated structural steel members and connections.
  - b. Lagging details.
  - c. Concrete reinforcing details.

C. Monitoring Program: A proposed program shall be submitted for monitoring temporary shoring system movements. The submittal of the program shall include location of survey points, proposed frequency of measurements, and other pertinent information.

D. Records of Monitoring Program: Records of the monitoring program shall be submitted as proposed in program submittal approved by Engineer.

E. Method of drilling soldier piles, including method or technique for handling obstructions, if applicable.

#### **1.04 STANDARD SPECIFICATIONS, CODES AND ORDINANCES**

- A. OSHA: Occupational Safety and Health Administration: Part 1926, Subpart P, “Excavations.”
- B. Standard Specifications for Public Works Construction, “Trench Excavation and Backfill”.

#### **1.05 SAFETY**

- A. The Contractor is solely responsible for protection of personnel and existing facilities and utilities and for ensuring compliance with all applicable laws and regulations.
- B. Responsible Competent Person: The Contractor shall have in the shoring work area during all phases of construction, a competent person capable of identifying hazards, anomalies, conditions that differ from the shoring design assumptions, and other factors that would indicate the possibility of hazardous or dangerous conditions in the work area. The responsible person shall have the authority to stop all work when such conditions are identified.
- C. All temporary construction and incidental items associated with shoring construction such as, but not limited to, lighting, barricades, fences, ladders, work platforms, ramps, and roadways shall conform to the applicable reference codes and regulations.

#### **1.06 QUALITY ASSURANCE**

- A. The Contractor is solely responsible for quality assurance of temporary shoring. At a minimum, the Contractor shall continually verify that the shoring is planned, executed, and maintained in accordance with applicable codes and regulations and good construction practice.
- B. The Contractor shall institute as a part of shoring construction a quality assurance program at each shoring location. The program shall include, but not be limited to, systematic observation of suitability of shoring materials, installation, excavation, groundwater control adjacent construction activities, and other factors.
- C. The responsible Engineer for engineered temporary shoring shall verify at critical stages of shoring construction that the actual construction is in accordance with the Contractor prepared plans.
- D. Installation procedures for instrumentation shall be as recommended by the manufacturer.
- E. The design of the shoring shall include the additional lateral force produced by the presence of water, water-saturated soils, and seepage, and shall prevent flow or other destabilization of water saturated soils.

#### **1.07 EXISTING CONDITIONS**

- A. Geotechnical information that may be desired by the Contractor shall be obtained by the Contractor at the Contractor’s sole expense.
- B. The Contractor shall make its own interpretations, deductions and conclusions as to the nature of the materials to be excavated, the difficulties of making and maintaining the required excavations, and the difficulties of doing any other work affected by geotechnical conditions, and shall accept full responsibility therefore.

- C. Reference drawings shall be used to determine extent, characteristics, and loading conditions of existing facilities for design of temporary shoring systems. Building weights, surcharges, design live loads, and liquid loadings among others shall be developed by the Contractor for use in temporary shoring design.
- D. The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of any subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract and which could not reasonably have been anticipated by the Contractor. This notice shall be made within ten days of discovery of such condition. No claims of the Contractor under this clause will be allowed unless the Contractor has provided the required notice.
- E. If the Engineer finds there are subsurface or latent physical conditions that differ materially from those indicated in the Contract and that could not reasonably have been anticipated by the Contractor and that such conditions cause an increase or decrease in the Contractor's cost of or time required for performance of work, a change order incorporating the necessary revisions shall be prepared in accordance with Article 10 and submitted to the Owner for approval. If the Engineer finds there are no such subsurface or latent physical conditions, or if no decision has been made in writing within ten days of the written notice of conditions above (which 10th day shall be deemed the date on which the Engineer denied the claim), the Contractor must submit a claim documenting its costs in accordance with Article 10 and in a manner and level of detail satisfactory to the Engineer and Owner. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.
- F. This paragraph shall not be construed or interpreted to allow claims by the Contractor for physical conditions ordinarily to be encountered or generally recognized as inherent in the work.

**1.08 DESIGN REQUIREMENTS**

- A. The design, planning, installation, and removal of all sheeting, shoring, sheet piling, lagging, and bracing shall be accomplished in such a manner as to maintain the required excavation of trench section and to maintain the undisturbed state of the soils below and adjacent to the excavation.
  - 1. The Contractor shall design sheeting, shoring, and bracing in accordance with SSPWC 305 and Federal OSHA Safety and Health Standards.
    - a. Provide detailed plans and calculations prepared by a Nevada-registered professional engineer for excavations twenty feet (20') in depth or greater when shoring, sheeting, or bracing deviates from OSHA standards.
- B. Horizontal strutting below the barrel of a pipe and the use of pipe as support are not acceptable.
- C. When the construction sequence of structures requires the transfer of bracing to completed portions of any new structure or to any existing structure, the Contractor shall provide the Engineer with a complete design analysis of the expected impact of that bracing on the structure. This action shall in no way absolve the Contractor of responsibility of damage resulting from said bracing.

## **1.09 PROTECTION OF EXISTING FACILITIES**

- A. Protect existing and new buildings and structures and active sewer, water, gas, electricity, and other utility services.
  - 1. Exposure of existing utilities to excavation shall be minimized where possible.
- B. Coordinate the nature and extent of such protection with the owners of the building, structures, and utilities.
- C. Street cut widths shall be minimized.

## **1.10 RESTORATION OF EXISTING FACILITIES**

- A. Contractor shall restore all existing facilities damaged, destroyed, or altered by soil movements resulting from temporary shoring movements or nonperformance, at Contractor's own expense.
- B. Proposal shall be submitted by the Contractor to define the character and extent of the Contractor's proposed restoration work when requested by the Engineer. Actual restoration work shall be as directed by the Engineer and may or may not include any or all of the Contractor's proposal.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS FOR SHORING**

- A. All materials for temporary shoring shall conform to the requirements of these Specifications and any specifications, notes, or requirements contained on the Contractor's submittals or Contractor-prepared designs for temporary shoring. Materials may be new or used, but they should be in good serviceable condition, free of defects and other strength-reducing deficiencies.

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. The construction of sheeting, shoring, and bracing shall not disturb the state of soil adjacent to the trench or excavation and below the excavation bottom. Sheeting, shoring, and bracing shall be removed after placement and compaction of initial backfill, except as noted otherwise.
- B. When trench sheeting, shoring, bracing, or trench jacks are used, the contractor shall ensure that the pipe support and any compaction soil around the pipe is maintained throughout installation. Ensure that the pipe and foundation and embedment materials are not disturbed by the support removed. Avoid use of vibratory extraction equipment. Fill voids left upon removal of supports and compact all materials to required densities.
- C. Do not compact embedment soil against the walls of a trench shield and then move the shield creating a void between the compacted embedment and the trench wall. The embedment soil shall be completely compacted between the pipe and the trench walls. Typical methods used to attain full compaction between the pipe and the trench walls are as follows:
  - 1. Provide bottom cutouts in the wall of the trench box so that embedment material can be compacted directly against the trench walls. A cutout area at the bottom of the shield on the trailing edge allows the shield to be moved forward laterally.

2. Provide a trench ledge above the elevation of the bedding material such that the shield is not in contact with the pipe bedding.
  3. Raise the shield vertically in approximately 12-inch increments and compact the soil below the bottom edge of the shield between the pipe and the trench wall. Continue this operation until the required height of fill is reached.
- D. The design, planning, installation, and removal of all lagging, sheeting, shoring, sheet piling, and bracing or moveable trench box system shall be accomplished in such a manner as to maintain the undisturbed state of the soils.
- E. Sheeting and shoring systems shall be selected and installed so as to avoid damage to adjacent properties and improvements.

### **3.02 PROTECTION OF EXISTING FACILITIES**

- A. Temporary Shoring:
1. Temporary shoring is to be installed for excavation and embankments necessary for construction of plant facilities. Care must be taken to minimize settlements and displacements of existing facilities by providing appropriate shoring systems and strict adherence to suitable construction practices for that Contractor proposed shoring systems.
  2. The causes of the detrimental movements or excessive settlements must be identified by the Contractor. Corrective measures must be proposed to and approved by the Engineer before further work.

### **3.03 OBSTRUCTIONS**

- A. Obstructions and other impediments to drilling and excavation should be considered a possibility within the Limits of Construction. If, during the course of work, obstructions are encountered, the Engineer should be immediately notified. Corrective measures must be proposed to and approved by the Engineer before further work.

### **3.04 REMOVAL OF SHORING**

- A. Shoring may be removed only if public safety is maintained, completed work is protected, existing facilities are protected, and adequate steps are taken to prevent damage to facilities or personnel during removal. At a minimum, remove the upper portion of all shoring systems down at least 5 feet below finish grade, unless otherwise indicated. Voids created by removal of piles, sheeting, or lagging shall be filled with the backfill materials shown on the Drawings at or adjacent to the shoring area.
- B. Should the Engineer order that any shoring be left in place, the Contractor shall not remove the same, but will receive payment for the materials left in place on a unit basis if such be in the Contract or at the market value thereof if there be no such unit price.

**END OF SECTION**

## **SECTION 02240**

### **DEWATERING**

#### **PART 1 – GENERAL**

##### **1.01 SUMMARY**

- A. Section includes utility trench construction ground water and surface-water dewatering and dewatering disposal.
- B. Related Sections.
  - 1. Standard Specifications for Public Works Construction (SSPWC).
  - 2. Section 02315 – Trench Excavation and Backfill

##### **1.02 SUBMITTALS**

- A. Shop Drawings:
  - 1. Typical groundwater dewatering system, including TRPA approved filtering system and locations of discharge.
- B. Photographs or videotape. Sufficiently detailed, of existing conditions, of adjoining construction and site improvements that might be misconstrued as damage caused by dewatering operations.
- C. Appropriate NDEP and TRPA discharge permits.

##### **1.03 REGULATORY REQUIREMENTS**

- A. A temporary discharge permit will be required from NDEP for any groundwater discharges. Refer to the Supplementary Conditions. Contractor shall comply with all conditions of the temporary discharge permit. Per the TRPA regulations, ground water shall be hauled offsite (outside of the Tahoe Basin) or filtered via a Baker Tank, sand bag filter, and dirt bag. The dirt bag shall discharge sediment free water onto an approved vegetated area.

##### **1.04 DEWATERING – SOURCE CONTRIBUTION DEFINITION**

- A. The contributing water source requiring dewatering shall include all water that infiltrates trenches or any excavation. Sources of contributing water include, but are not limited to aquifer infiltration, perched groundwater, storm event/snow melt runoff or infiltration, construction water contributions, and water pipe breaks or leaks.

## **PART 2 – PRODUCTS**

### **2.01 PERFORMANCE REQUIREMENTS**

- A. Design, provide, test, operate, monitor, and maintain a dewatering system of sufficient scope, size, and capacity for conditions encountered. Contractor to control ground water and surface-water flow into excavations and permit construction to proceed on dry, stable subgrades. Work includes:
  - 1. Maintain dewatering operations to ensure flooding of excavation and damage to structures is prevented, erosion is controlled, stability of excavations and constructed slopes is maintained, and prevent surface water from entering excavations by grading, dikes, or other means.
  - 2. Accomplish dewatering without damaging existing improvements and/or facilities adjacent to the excavation.
  - 3. Minimize sediment loading to receiving waters or channel by filtering water with approved TRPA method such as a Baker tank, sand bag filter, and dirt bag. Filtering equipment shall be sized appropriately for amount of flow encountered.
- B. Removing dewatering system when no longer needed.

## **PART 3 – EXECUTION**

### **3.01 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
  - 1. Prevent groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
  - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

### **3.02 GROUND-WATER DEWATERING**

- A. Design and install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power, filter materials, valves, appurtenances, and water disposal piping.

1. Provide an adequate system to lower and control ground water to permit excavation, construction of improvements, and placement of fill materials on dry subgrades.
  2. Do not permit pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
- B. Dewatering Disposal. All discharges must conform to the requirements of the NDEP Temporary Discharge Permit and TRPA regulations.
1. Ground water removed from excavations shall either be: 1) hauled offsite and disposed of outside of the Tahoe Basin 2) Filtered via approved TRPA method such as a Baker Tank, sand bag filter, and dirt bag. The dirt bag shall discharge sediment free water onto a TRPA approved vegetated area.
  2. Use gravel pack, filter fabric or similar technology to minimize sediment loading of receiving waters.
  3. Upon completion of dewatering operations, leave area in condition as good as or better than existed prior to dewatering operations.
- C. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on a continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense.
- D. Remove dewatering system from site upon completion of dewatering.
- E. Promptly repair damages to adjacent facilities caused by dewatering operations.

**END OF SECTION**





## SECTION 02315

### TRENCH EXCAVATION AND BACKFILL

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. Section Includes. Excavation, trenching, backfilling, and surface repair of all pipelines, culverts, accessories and lines connected thereto, complete including sheeting and shoring, grading and cleanup. This section shall also include excavation for appurtenant structures such as manholes, inlets, transition structures, junction structures, vaults, valve boxes and catch basins.
- B. Related Work Specified Elsewhere:
1. Section 303.00 and 304.00, Standard Specifications for Public Works Construction (SSPWC)
  2. Section 02150 – Temporary Shoring
  3. Section 02220 – Salvage and Demolition
  4. Section 02240 – Dewatering
- C. Definitions.
1. Trench – An excavation in which the depth is greater than the width of the bottom of the trench.
  2. Foundation – Material on which pipe bedding or the structure is to be directly placed.
  3. Bedding – Granular material that pipe or structure rests. Pipe bedding shall extend 6” below the pipe.
  4. Initial Backfill;
    - a. No groundwater encountered. Material from the bedding to 12 inches above the top of the pipe.
    - b. Groundwater encountered. Material from the bedding to 12 inches above level of the groundwater prior to dewatering.
  5. Final Backfill – Material from top of initial backfill to top of trench.
  6. Maximum Density – The maximum dry unit weight of soil compacted at optimum moisture content, as obtained by laboratory test method ASTM D1557.
  7. Fine Grained Soils – More than 40 percent by weight passing the number 200 sieve and a plastic index lower than 15.

8. Clay Soils – More than 40 percent by weight passing the number 200 sieve and a plastic index greater than 15.
9. Granular Soils – Those not defined as Fine Grained or Clay Soils.
10. Bedrock – Material that cannot be excavated economically with conventional excavation techniques including a large excavator with the aid of a hoe ram or a single tooth ripper on a large bulldozer.
11. Conventional Excavation Techniques – Common excavation equipment including, but not limited to, hoe excavators, scrapers, loaders, bulldozers, bulldozers with ripper(s), and hoe rams, etc.
12. Excavatable Rock – Fractured rock or large boulders that can be excavated using conventional excavation techniques.

## **1.02 SUBMITTALS**

- A. General: Follow the procedures specified in Section 01330 – Submittal Procedures.
- B. Submit copies of each load delivery ticket of imported material delivered to the jobsite. Ticket shall identify tonnage.
- C. Perform and submit sample analysis for each type of import material to demonstrate proper specification compliance. No import material will be accepted or approved by the Owner without above submittals prior to delivery to jobsite.
- D. Gradation curve test reports for each import material at least 15 working days prior to use of material.
- E. Gradation and moisture density compaction curve test reports for each import material at least 15 working days prior to use of material.
- F. Material Test Reports.
  1. Provide report of maximum dry density and optimum moisture prior to beginning construction.

## **1.03 QUALITY ASSURANCE**

- A. Frequency of Testing
  1. Maximum Dry Density and Optimum Moisture Content, ASTM 1557.
    - a. One test for each different class or type of material, and
    - b. One test when previous test is suspect, due to subtle changes in the material, as determined by the Engineer
- B. Density of Soil In-Place by Sand Cone or by Nuclear Methods.

1. Minimum of one test per lift per 500 linear feet of trench.
  2. The Engineer may test more or less frequently as he deems it appropriate.
- C. Testing Tolerances.
1. Percent Compaction. Not less than as specified on Plans or in these Specifications.
  2. In Place Moisture Content. As required to achieve minimum compaction requirements.
  3. Soft or Yielding Surfaces. Regardless of percent compaction obtained by test, areas that are soft and yield under the load of construction equipment (pumping) are to be removed and replaced at no additional cost.

#### **1.04 PROJECT/SITE CONDITIONS**

- A. Geotechnical information that may be desired by the Contractor shall be obtained by the Contractor at the Contractor's sole expense.
- B. Dewatering. Ground water and surface-water dewatering may be required for this project.
- C. Protection of Existing Utilities. Maintain all existing utilities, both underground and overhead in continuous service throughout the contract period. Liability for damages to or interruption of services caused by the construction shall be the responsibility of the Contractor.

#### **1.05 SITE SAFETY**

- A. All trenching, excavations, shoring, etc., shall be performed in compliance with Chapter 618 NAC: Occupational Safety and Health, as well as other applicable local, State and/or Federal regulations. All work shall also comply with the requirements contained in the Specifications.
- B. Protection of Persons and Property: Barricade and cover all open excavations and post with warning lights, signs, barrier tape or a combination of such measures to warn workers and park patrons of unsafe conditions and protect them from harm. Open trenches shall in all cases, be marked by a sufficient number of flashing lights and barriers during hours of darkness. Ensure that all open trenches are properly barricaded, covered, and flagged at the end of each working day before vacating the jobsite.
- C. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movements, undermining, washout, and other hazards created by earthwork operations.

### **PART 2 – PRODUCTS**

#### **2.01 MATERIALS**

- A. Native materials

1. Selected native soils excavated from the site may be utilized as backfill material for nonstructural embankments, structural fill, and general backfill areas with the approval of the Owner and meets the requirements under Import Materials.
  2. All materials deemed unsatisfactory for embankments or backfills will be disposed of off-site by the Contractor. Native material excavating and wasting shall be considered incidental to the bid price.
  3. The Owner retains the right to reject and have removed, at no additional cost, any/all excavated soil material placed as backfill material without the prior approval of the Owner for use of said soil in any particular application.
  4. All materials considered to be excavation debris shall be loaded and hauled from the site to a Contractor provided disposal site at no additional cost. Such debris shall include all roots, buried logs, and all other non-soil type debris exposed during earthwork operations.
- B. Unsuitable materials not to be incorporated in the work.
1. Organic matter such as peat, mulch, organic silts or sod.
  2. Expansive clays.
  3. Material containing excessive moisture.
  4. Poorly graded coarse material.
  5. Material with particle sizes greater than 4 inches.
  6. Material that will not achieve density and/or bearing requirements.
  7. Construction debris such as broken asphalt or concrete.
  8. Frozen material.
- C. Class A Backfill. Non-plastic sand. SSPWC, Section 200.03.02.
- D. Class B Backfill. SSPWC, Section 200.03.03
- E. Class C Backfill. Angular Drain Rock. SSPWC, Section 200.03.04.
- F. Class D Backfill. 2" gravel. SSPWC, Section 200.03.05.
- G. Class E Backfill. SSPWC, Section 200.03.06. Class E Backfill includes native granular material and import granular material. Import material shall meet the following additional requirements:

Percentage Passing the #200 Sieve	Maximum Liquid Limit	Maximum Plastic Index
5-10	50	20
11-20	40	15
21-40	35	10

Material to be placed in the top two feet of backfill, within existing roadway right of way, and within the limits of future roads as identified on the plans, shall achieve a minimum R value of 30.

- H. Aggregate Base Course. SSPWC Section 200.01.03, Type 2 Class B. See Section 02610, Aggregate Base Course
- I. Recycled AC Aggregate Base (AC Grindings). Shall be a pulverized product of 3” minus AC grindings to be used as base material, free from organic matter and other deleterious substances. See Section 02610, Aggregate Base Course.
- J. Recycled Aggregate Base Course. SSPWC Section 200.01.04, Type 1. See Section 02610, Aggregate Base Course. Recycled aggregate base may be used as a substitute to recycled AC aggregate base.
- K. Loose Riprap shall meet the requirements of SSPWC Section 200.07.03 (Class 300).
- L. Cement Slurry Pipe Encasement, Trench Slurry Backfill. SSPWC section 337.08 Type A Excavatable, 100 psi. min. 28-day compressive strength. Aggregates used in the design shall conform to SSPWC 200.03.07. Sufficient water to produce a fluid workable mix that will flow and can be pumped without segregation of the aggregate during placement. Machine mixed at time of placement.

GEOTEXTILE FABRIC		
PROPERTY	TEST METHOD	MIN. AVERAGE ROLL VALUE
Grab Tensile Strength	ASTM D4632	120 lbs
Grab Elongation	ASTM D4632	50%
Puncture Strength	ASTM D4833	65 lbs
Mullen Burst	ASTM D3786	230 psi
Trapezoidal Shear	ASTM D4533	50 lbs
Apparent Opening Size, AOS	ASTM D4751	70 US Std. Sieve
Permittivity	ASTM D4491	1.50 sec
Permeability	ASTM D4491	0.22 cm/sec
Water Flow Rate	ASTM D4491	120 gpm/ft <sup>2</sup>
UV Resistance	ASTM D4355	70%

- M. Dust Palliative.
  - 1. Non-Traffic Area. Synthetic Polymer, Lignosulfanate. Material type, application rates as recommended by the manufacturer to provide long-term dust suppression upon completion of final grading.
  - 2. Traffic Area. Synthetic Polymer, Lignosulfanate. Material type, application rates as recommended by the manufacturer to provide long-term dust suppression upon completion of final grading.

3. Areas within 100 feet of waterway or body of water. Straw mulch and tackifier, or Hydromulch and tackifier. Material type, application rates as recommended by the manufacturer to provide long-term dust suppression upon completion of final grading.

**2.02 PAVEMENTS**

- A. Asphalt Cement Concrete. Section 02740.
- B. Cold Mix, Cold Laid Bituminous Paving Mixture. ASTM D4215.

**2.03 BURIED WARNING AND IDENTIFICATION TAPE**

- A. Polyethylene plastic and metallic core detectable marking tape. AWWA, APWA, acid and alkali resistant, permanent marking, unaffected by moisture or soil, minimum 5 mil thick by 6 inch wide. Warning tape manufactured specifically for locating, warning, and identification of buried utility lines. APWA color-coded for the intended utility with warning and identification imprinted in bold black letters continuously over the entire tape length. Warning and identification to read, “CAUTION, BURIED (intended service) LINE BELOW” or similar.

Warning Tape Color Codes	
Red	Electric
Yellow	Gas, Oil, Steam, Fuel
Orange	Communications
Blue	Water
Green	Sewer
Purple	Reclaimed Water

**2.04 LOCATOR WIRE**

- A. Electrical wire used for locating a buried utility shall be solid or stranded copper, AWG 12. Insulation shall be Type USE Chemically Cross Linked Polyethylene or Type PF, and shall be listed by a Nationally Recognized Testing Laboratory. Each conductor shall be color coded per APWA Standards, as noted in Table 02315-1 above.
- B. Low voltage splices shall be made with direct bury splice kit using twist-on wire connector and inserted in a waterproof polypropylene tube filled with a silicone electrical insulating gel or heat-shrinkable insulating tubing. Heat-shrinkable insulation tubing shall consist of a mastic-lined heavy-wall polyolefin cable sleeve.

**PART 3 – EXECUTION**

**3.01 EXAMINATION**

- A. Verify that all work preliminary to this section has been performed in accordance with the plans and these specifications prior to beginning trench excavation and backfill operations.
- B. Sawcut, remove and dispose of existing pavements per Section 02220, Salvage, Demolition, Clearing, and Stripping.

### **3.02 WORK SEQUENCE**

- A. Notify Engineer of any discrepancies between contractual requirements and site conditions prior to start of Work.
- B. Plan and coordinate all construction to reduce sediment and subsequent pollution. The Contractor shall employ all means as may be required to ensure that silts and construction debris do not migrate from the construction site limits. Failure to halt the migration of construction debris, mud, silts, and related pollutants to outside of the construction limits, shall be cause for suspension of work until pollution control devices are remade, repaired, lengthened or strengthened as required to properly manage the site discharge.
- C. Maintain backfill subgrade zones or lifts open until approval of testing is secured from Engineer. Any work covered up prior to approval shall be excavated and reconstructed at Contractor's expense.

### **3.03 SPOIL AREA**

- A. Dispose of any surplus excavated material outside of the designated spoils area at no additional cost to the Owner. Disposal of surplus materials in the selected area shall meet all local codes and ordinances and comply with all permits. No spoils shall be left overnight in the project area. Clean up is required daily.

### **3.04 STOCKPILING NATIVE MATERIALS FOR REUSE**

- A. Material suitable for reuse on site shall be deposited in approval, protected, maintained piles separate from other materials and readily available. Upon completion, all material storage areas shall be restored to substantially their original condition.

### **3.05 TRENCH IN FILL AREAS**

- A. Place fill and grade all areas to within one (1) foot of finish grade prior to trenching and placement of pipeline.

### **3.06 EXCAVATION**

- A. General. Perform all excavations of every description and of whatever substances encountered to the depths indicated on the Plans, including excavation required by the Engineer of compacted fill for the purpose of performing tests. Use open cut excavation methods unless otherwise shown on the Plans or approved by the Engineer.
- B. Trench Width.
  - 1. Maximum Trench Width. Pipe outside diameter plus 24 inches.
  - 2. Maintain trench walls as vertical as possible except as required by safety standards and for that required for sheeting and shoring.
- C. Over-excavation.



1. Unauthorized Over-excavation. Fill and compact excavation beyond the specified trench dimensions, at the contractor's expense, with adjacent trench bedding and or backfill materials.
  2. Rock. Excavate rock encountered in trench to provide a minimum of six (6) inches of bedding below the pipe and the width of the pipe at the springline.
- D. Unsuitable Material. Over-excavate unsuitable material to a depth determined by the Engineer to provide required uniform and stable support. In no case shall the over excavation be less than 18 inches. Backfill the over excavation with foundation material and compact.
- E. Trench Excavation and Backfill for Manholes, Valves and Other Appurtenances. Excavation, foundation, bedding and backfill requirements shall be the same as that specified for the adjacent trench and as detailed on the plans.
- F. Grading and Stockpiling.
1. Grading. Grade in the vicinity of the trench to prevent surface water from flowing into the trench. Remove any water accumulated in the trench by pumping or by other approved methods. Stockpile excavated material in an orderly manner a sufficient distance back from the edges of the trench to avoid overloading and to prevent slides or cave-ins.
  2. Topsoil. Excavate topsoil and stockpile separately. Replace topsoil upon completion of backfill to the elevation and grade indicated on the Plans. Failure to stockpile topsoil separately will result in the addition of soil amendments as required for revegetation at no additional expense to the Owner.
- G. Open Trench.
1. Maximum Length. The maximum length of the open trench in the aggregate at any one location is not to exceed 200 feet. The trench is considered open until fill is completed to adjacent finish grade elevation.
  2. Trenches within local roadways. Complete backfill of trench in street right of way at the end of each workday. Apply temporary asphalt cold patch or steel plates at the end of each work day and maintain cold patch in accordance with 3.07.B.2 until final paving is complete. No trench shall be left open in any street right of way overnight.
  3. Temporary Provisions. Furnish and install trench bracing and steel plating required to provide safe and convenient vehicular and pedestrian passage across trenches where required. Maintain access to emergency facilities at all times.

### **3.07 FOUNDATION, BEDDING, BACKFILLING AND COMPACTION**

- A. Moisture Conditioning. Moisture condition all bedding and backfill materials by aerating or wetting to achieve the moisture content required to obtain the minimum percent compaction. Mix until the moisture content is uniform throughout the material. In lieu of moisture conditioning native soils, import materials meeting all specifications may be used at no additional expense to the Owner. Import materials shall be moisture conditioned as required to

achieve the required relative percent compaction. No additional payment will be made for moisture conditioning, import or native materials.

**B. Compaction**

1. Compaction Methods. Water consolidation, water jetting or rubber tired tractor wheel rolling will not be allowed.
2. Compaction Densities. Thoroughly compact trench bedding and backfill to not less than the percent compaction indicated on plans.

Foundation, Bedding, Backfill-Lift Thickness and Compaction				
		Max. Lift Thickness (inches)	Compaction Method	Compaction Requirement
Foundation Material	Class D Backfill	18	Proof Rolling, min. 5 passes	Stable, firm, smooth, no visible deflection
Pipe Embedment	Class A Backfill	8	Vibratory trench compactor	90%
	Class B Backfill	12	Vibratory trench compactor	90%
	Class C Backfill	18	Proof Rolling, Min. 5 passes	Stable, firm, smooth, no visible deflection
Trench Backfill Materials	Class E Backfill, Native or Imported Granular Material	8	Vibratory sheepfoot or trench wheel compactor	90%, 95% of top 6 inches where no aggregate base required
	Class A Backfill	8	Vibratory trench compactor	90% or 95% per plans

**C. Foundation.** Excavate the trench bottom to the depth and width as shown on the plans.

1. The Engineer will determine the limits of foundation material placement. Foundation material shall be placed when soils in the trench bottom are soft or yielding. It is anticipated that foundation material will be necessary in all areas where groundwater is present.
2. Remove all loose, disturbed material from the bottom of the trench such that the foundation or bedding material will rest on uniform, firm, undisturbed soil.
3. Moisture condition, place and compact foundation material to six (6) inches below the pipe.

**D. Bedding.**

1. Moisture condition, place and compact bedding material to the bottom of the pipe elevation.

2. Accurately grade the bottom of the trench to provide uniform bearing and support for each section of pipe at every point along its entire length.
- E. Initial Backfill.
1. Pipe Haunch. Hand compact initial backfill around pipe haunch with a hand compactor (J-bar) or a mechanical vibratory compactor sized to fit the narrow width between the trench wall and pipe. Give special attention to provide compaction effort in the important haunch zone.
- F. Cement Slurry Pipe Encasement. Provide pipe support as required by ensure minimum thickness of encasement is achieved around the pipe. Place in uniform manner that will prevent voids in or segregation of the backfill and will not float or otherwise shift the pipe. Foreign material, which may fall into the trench prior to or during placement, shall be removed immediately. Backfilling over or placing any material over slurry cement backfill shall not commence until 4 hours after the slurry cement backfill has been placed, except that when concrete sand is used for the aggregate and the in-place material is free draining, backfilling may commence as soon as the surface water is gone.
- G. Trench Slurry Backfill. SSPWC 305.09.03.04.03.02, SDPWC R-123A, B, C. Where required by the permitting agency, or as submitted to the Engineer and approved for use, Trench Slurry Backfill may be substituted for structural backfill.

**3.08 BACKFILL FOR MANHOLES, VALVES, MINOR STRUCTURES AND OTHER APPURTENANCES**

- A. Backfill appurtenances and structures as shown on the Plans. Where not clearly indicated, the backfill, including bedding, lift thickness and compaction, shall be identical to the adjacent trench detail.

**3.09 BURIED WARNING AND IDENTIFICATION TAPE**

- A. Place tape to depth indicated on the plans, centered over pipe.

**3.10 PROTECTION AND DISPOSAL**

- A. Protect newly graded areas form traffic, freezing, and erosion. Keep free of trash and debris.
- B. Where settling occurs before project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
- C. Disposal of Excess Suitable Material: Shall be hauled and deposited in areas as shown on the Plans or agreed upon with Owner.
- D. Disposal of Excess Unsuitable Material and Debris: Remove all unsuitable material, debris, trash and waste, and dispose of it at a Contractor provided disposal site in strict accordance with all local codes, ordinances and regulations.

### 3.11 SURFACE RESTORATION

- A. Grading. Perform all grading adjacent to backfilled trenches and structures as necessary to leave the area in a neat and satisfactory condition. Grade area to reestablish drainage flow lines and channels as existed prior to trench excavation and backfill.
- B. Surface Restoration. Restore all streets, alleys, driveways, sidewalks, curbs and other surfaces which were broken or damaged by the installation of the new work to a condition as good as or better than was originally encountered in accordance with these specifications and the SSPWC, and as acceptable to the property owner.
  - 1. Landscaping. Replace landscape rock, mulch, sod, shrubs, trees, turf grass, irrigation and sprinkler systems damaged or otherwise removed during construction to a condition as good as or better than originally encountered in accordance with these specifications, SSPWC, and as acceptable to the property owner.
  - 2. Temporary Pavement. Place cold mix, cold laid bituminous paving mixture in accordance with ASTM D4215 immediately following backfilling and compaction of trenches through existing pavements. Maintain pavement in a safe and smooth condition until final pavement can be placed.
  - 3. Pavement Replacement. Replace permanent asphalt concrete pavement per Section 02740, Asphalt Concrete Pavement.
  - 4. Revegetation. All barren areas and areas disturbed by construction shall be revegetated in accordance with the TRPA Handbook of Best Management Practices. Application of mulch may enhance vegetative establishment. All unstable slopes created through the installation of lateral systems outside of paved areas shall be stabilized.
  - 5. Miscellaneous. Areas not receiving improved surfaces or revegetation shall be free from surface rocks and debris and shall be left in a smooth, travelable condition for pedestrians, bicyclists, and motor vehicles.
  - 6. Clean up. Remove all excess soil, concrete, etc. from the site. Leave job site in a neat and clean condition, as good as or better than that originally encountered.

**END OF SECTION**



**SECTION 02510**  
**WATER DISTRIBUTION**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. This section includes water-distribution piping and specialties including piping, valves, and fittings.
- B. Hydrostatic pressure testing of water facilities.
- C. The work shall include the furnishing of all labor, tools, equipment, materials and performing all operations required to provide a complete item in accordance with the project Plans and these Specifications.

**1.02 SUBMITTALS**

- A. Submittals shall be per Section 01330 – Submittal Procedures.
- B. Product data for the following:
  - 1. Water Mains
  - 2. Fittings
  - 3. Valves and Appurtenances
  - 4. Precast Concrete Vaults (including covers)
- C. Field quality control test reports.
- D. Operation and maintenance data for the following:
  - 1. Valves (Gate and Air Release)
  - 2. Fire Hydrants

**1.03 STANDARDS**

- A. The following Standards are incorporated in these Specifications:
  - 1. The specific reference standard for this work will be the current Standard Specifications for Public Works Construction (SSPWC).
  - 2. “AWWA Standards,” American Water Works Association, Denver, Colorado, Latest Edition.

## 1.04 REFERENCE STANDARDS AND SPECIFICATIONS

- A. This section references the appropriate American Water Works Association Standards relating to gate valves; manufacturing, linings, coatings, pipe joints, and fittings for ductile iron water pressure pipe and miscellaneous pipe and fittings. The Standards are a part of this Section as specified and modified, and shall reflect each Standard's latest edition.
1. Polyvinyl Chloride (PVC) Pipe:
    - a. AWWA C605: Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
    - b. AWWA C900: (PVC) Pressure Pipe and Fabricated Fittings
    - c. AWWA C905: (PVC) Pressure Pipe and Fabricated Fittings, 14 in. through 48 in
    - d. ASTM D1784: Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
    - e. AWWA M23: AWWA Manual of Supply Practices PVC Pipe – Design and Installation, Second Edition
  2. Polyethylene (PE) Service Pipe:
    - a. C901: Polyethylene (PE) Pressure Pipe and Tubing, 1/2 in through 2 in, for Water Service
  3. Copper Service Pipe:
    - a. ASTM B88: Type K Copper Tubing, 1/2 in through 3 in, for Water Service
  4. Valves:
    - a. C509: Resilient-Seated Gate Valves for Water Supply Service
    - b. C515: Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
    - c. C550: Protective Epoxy Interior Coatings for Valves and Hydrants
  5. Tapping Sleeves
    - a. C223: Fabricated Steel and Stainless Steel Tapping Sleeves
  6. Disinfection of Water Mains:
    - a. C651: Disinfecting Water Mains.

## 1.05 QUALITY CONTROL

- A. Regulatory Requirements:

1. Comply with standards of authorities having jurisdiction for potable-water service piping, including tapping of water mains, backflow prevention, materials, installation, testing, and disinfection.
  2. Comply with standards of authorities having jurisdiction for fire suppression, including materials, hose threads, installation, and testing.
- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- C. NSF Compliance:
1. Comply with NSF-14 for plastic potable-water service piping.
  2. Comply with NSF-61 for materials for water service piping and specialties for domestic water.

#### **1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Pipe and related materials shall be manufactured, fabricated, handled, loaded, shipped, unloaded, and stored in such a manner as to be undamaged and in sound condition.
- B. Products with visible damage are subject to rejection.
- C. Store pipe, fittings, valves, and appurtenances off ground using sound wood blocks placed on stable foundation or using other appropriate means. Allow space between rows, individual pieces and bundles with clearance below and above to allow full view for inspection purposes.
1. Store in well-drained area away from brush and accessible for inspection.
  2. Do not stack pipe higher than recommended by pipe manufacturer.
  3. Keep interior of pipe and fittings free from dirt or other foreign matter.
  4. Keep spigot ends of pipe clean and clear for dimensioning purposes.
  5. Store gaskets for mechanical and push-on joints in a cool dark place at all times until ready for use.
  6. Do not place excavated or other material over or against stored material.
  7. For PVC pipe:
    - a. Store so pipe does not deform or bend.
    - b. Pipe stored outdoors or otherwise exposed to direct sunlight shall be covered with canvas or other opaque material with provisions for adequate air circulation.
- D. Unload and handle materials with crane, backhoe, or equipment of adequate capacity, equipped with appropriate slings or padding to protect materials from damage.



- E. Repair or replacement
  - 1. Repair damages or defects following approved manufacturer's recommendations.
  - 2. Remove and replace materials deemed not repairable at no cost to the Owner.

## **PART 2 – PRODUCTS**

### **2.01 GENERAL**

- A. Pipe sizes are nominal inside diameter unless otherwise noted.
- B. Materials delivered to the job site shall be new, free from defects, and marked to identify the material, class, and other appropriate data, such as thickness for piping.
- C. Acceptance of materials shall be subject to strength and quality testing in addition to inspection of the complete product. Acceptance of installed piping systems shall be based on inspection and leakage tests as specified in this section.
- D. Corrosion protection shall be provided for all buried pipe, fittings, nuts and bolts, valves, and appurtenances constructed with ferrous metals.
  - 1. Polyethylene encasement shall be provided for all ductile iron pipe, fittings, and valves.
    - a. Polyethylene encasement material shall be cross linked high density polyethylene (CLHDPE), minimum 4 mils thickness.
    - b. Base color shall be white with black colored text stating polyethylene encasement material properties.
    - c. Overlap of encasement wrap shall be a minimum of one (1) foot and shall be secured with adhesive tape or similar method.
    - d. The polyethylene encasement shall be terminated at least two feet past a joint or fitting and shall be securely taped to the pipe.
  - 2. Nuts and bolts for flange and mechanical joint connections shall be coated with corrosion resistant Tripac 2000 coating as specified in Part 2.
  - 3. Nuts and bolts for all other appurtenances (couplings, bell restraints, etc.) shall be 304 stainless steel.
  - 4. The bodies of all appurtenances shall have corrosion protective coating.

### **2.02 POLYVINYL CHLORIDE (PVC) PIPE**

- A. Polyvinyl chloride pipe shall meet or exceed the most current version of AWWA C900-07 and be purchased from an approved manufacturer. Materials used in the manufacture of PVC pipe shall comply with the SSPWC.

- B. Each section of pipe and fittings shall be clearly marked as required by the SSPWC.
- C. PVC pipe shall be Pressure Class 305, DR14.
- D. Pipe shall be furnished in lengths of 20 feet.
- E. Installation of PVC pipes shall be in compliance with these Specifications, the SSPWC, and the most current version of AWWA C605.
  - 1. If there is a conflict, the more conservative shall apply.
  - 2. Contractor shall consult with the Engineer in the event of a conflict.
- F. PVC pipe shall have elastomeric-gasket bell ends meeting the requirements for transmission pipe provided in ASTM D3139.
  - 1. Joints shall be push-on designed for joint assembly using elastomeric seals (gaskets), mechanical joint with thrust restraint, or restrained joints as indicated in the Drawings.
  - 2. PVC gaskets and lubricants shall be made from materials that are compatible with the plastic material and with each other when used together.
    - a. Gaskets and lubricants shall be suitable for use in potable water systems and shall not support the growth of bacteria.
    - b. One gasket shall be furnished with each length of elastomeric-gasket bell-end pipe.
    - c. Gaskets shall conform to the requirements of ASTM F477.
- G. Fittings for PVC pipe shall be ductile iron.
- H. Restrained joints for pipe shall be by a bell restraint harness for C900 PVC pipe bells.
  - 1. 4"-12" pipe - Restraint harness shall be EBAA Iron Series 1600, Romac 611 Series, or approved equal.

**2.03 DUCTILE IRON (DI) FITTINGS**

- A. Ductile iron fittings shall meet or exceed the most current version of AWWA C110 or AWWA C153 as applicable and be purchased from an approved manufacturer.
- B. Each fitting shall be clearly marked as required by SSPWC.
- C. Fittings shall have a standard asphaltic coating on the exterior and a standard thickness cement mortar lining on the interior in accordance with AWWA C104.
- D. Fittings and accessories shall be furnished with flanged, push-on or mechanical ends in accordance with the Drawings.
- E. Restrained joints for mechanical joint fittings shall be by ductile iron restraint glands.

1. For fittings connecting to C900 PVC pipe, restraint glands shall be EBAA Iron Series 2000 PV Megalug or approved equal.

F. Rated working pressure shall be 350 psi.

#### **2.04 POLYETHYLENE ENCASUREMENT MATERIAL**

- A. Polyethylene encasement for use with ductile iron pipe and fittings shall meet all the requirements for ANSI/AWWA C105/A21.5, *Polyethylene Encasement for Ductile Iron Pipe Systems*. In addition, polyethylene encasement for use with ductile iron pipe systems shall consist of three layers of co-extruded linear low-density polyethylene (LLDPE), fused into a single thickness of not less than eight mils. The inside surface of the polyethylene wrap to be in contact with the pipe exterior shall be infused with a blend of antimicrobial compound to mitigate microbiologically influenced corrosion and a volatile corrosion inhibitor to control galvanic corrosion.
- B. Ductile iron pipe and the polyethylene encasement used to protect it shall be installed in accordance with AWWA C600 and ANSI/AWWA C105/A21.5 and in accordance with all recommendations and practices of the AWWA M41, *Manual of Water Supply Practices – Ductile Iron Pipe and Fittings*. Specifically, the wrap shall be overlapped one foot in each direction at joints and secured in place around the pipe, and any wrap at tap locations shall be taped tightly prior to tapping and inspected for any needed repairs following the tap. All installations shall be carried out by personnel trained and equipped to meet these various requirements.
- C. The installing contractor shall submit an affidavit stating compliance with the requirements and practices of ANSI/AWWA C150/A21.50, ANSI/AWWA C151/A21.51, ANSI/AWWA C105/A21.5, AWWA C600 and M41.
- D. Polyethylene encasement shall be V-Bio Enhanced Polyethylene Encasement for Ductile Iron Pipe, or approved equivalent.

#### **2.05 WATER SERVICE PIPE AND FITTINGS**

- A. Water Service Lines: Water service lines 2-inches in diameter or less shall conform to the UPC and applicable AWWA standards and be Type K copper tubing or 200-250 psi high-density polyethylene PE4710, SDR-9 ASTM D-2737, SDR-11 D-3035 copper tubing size.
- B. Joining system shall be by butt-fusion and electrofusion techniques.
- C. Insert Fittings for PE Pipe: ASTM D2609, made of PA, PP, or PVC with serrated, male insert ends matching inside of pipe. Include bands or crimp rings.
- D. Molded PE Fittings: ASTM D3350, PE resin, socket- or butt-fusion type, made to match PE pipe dimensions and class.

#### **2.06 FLANGE AND MECHANICAL JOINT T-HEAD BOLTS AND NUTS**

- A. Flange Bolts and Nuts.
  1. Bolts and nuts shall be carbon steel with a minimum of 60,000 psi tensile strength conforming to ASTM A307, Grade A.
  2. Bolts shall be standard ANSI B1.1, Class 2A coarse threads.

3. Nuts shall conform to ASTM A563 and be standard ANSI B1.1, Class 2A coarse threads.
  4. Bolt heads and nuts shall be hexagonal.
  5. Identification of the head of the bolt shall be: A 307 A.
- B. Mechanical Joint T-Head Bolts and Nuts.
1. Bolts and nuts shall be weathering steel with a minimum yield strength of 45,000 psi, conforming to ASTM A242.
  2. T-Head bolts and nuts shall be threaded in accordance with ANSI B 1.1, Class 2A coarse threads.
  3. Heavy hex nuts shall be used.
  4. Bolt heads shall be in accordance with the dimensions of AWWA C111.
- C. Finish.
1. Flange bolts and nuts, and mechanical joint T-Head bolts and nuts, shall be finished with the TRIPAC 2000 blue coating system to significantly reduce the effects of corrosion, or equal.
  2. A multi-step process shall be utilized to chemically clean, abrasive blast, and prime with zinc/nickel phosphate primer prior to application of the xylan fluoropolymer. Wear resistance (K-Factor) shall be in the range of 6 to 8 (excellent) and minimal effects should be seen after a 3,000-hour salt spray test conforming to ASTM B 117.
  3. Bolts and nuts finished with the TRIPAC 2000 blue coating system do not require coating with mastic.

## **2.07 GATE VALVES**

- A. Gate valves shall be resilient seated wedge type, fusion bonded epoxy external and internal surfaces conforming to AWWA C550, ductile iron or cast iron body design, non-rising stem (NRS) valves.
- B. The design pressure shall be 250 psi cold water working pressure.
- C. Valve stem operation shall be counterclockwise to open. The valves shall comply with AWWA C509 or C515, latest revision.
- D. Ends shall be designed for direct connection to the type of pipe which the valve is joined to, or as indicated on the Drawings.
  1. Flanged ends and drilling shall comply with ANSI B16.1, Class 125.
  2. Mechanical Joint ends shall comply with AWWA C111.
- E. Buried gate valves shall be equipped with standard 2-inch operating nuts.

- F. Extensions shall be provided to ensure the operating nut is no more than 4 inches from the finished grade.
  - 1. Valve stem extensions shall be Fiberplas Stem Extensions by Pipeline Products or approved equal.
- G. Gate valves located in vaults shall be equipped with hand wheels, unless otherwise noted on the Drawings.
- H. Gate valves 4-inches through 12-inches shall be Mueller A-2361, or approved equal.

**2.08 VALVE BOXES**

- A. Valve boxes with covers shall be provided for buried valves as detailed in the plans.
  - 1. Valve boxes shall be traffic rated, Christy G-5 or approved equal, minimum 10-inch inside diameter.
  - 2. Cast iron lid marked "WATER" shall be used.
- B. Conductor pipe for valve risers shall be 6-inch or 8-inch diameter PVC water pipe (C900), and extend a minimum of 6-inches into valve can.
  - 1. Conductor pipe shall be plumb and centered on valve stem.

**2.09 FLANGE COUPLING ADAPTERS**

- A. Flange coupling adaptors shall meet the requirements of AWWA C219.
- B. Sleeve material shall be carbon steel with NSF-61 registered fusion-bonded epoxy coating.
- C. Bolts and nuts for buried service applications shall be Type 304 stainless steel.
- D. Flanged coupling adapters shall be designed specifically for the pipe material/size and application and shall install with a maximum of one bolt on the compression end.
- E. Flange coupling adapters shall be:
  - 1. Romac RFCA PVC Series for PVC pipe.
  - 2. EBAA Iron Series 2100 Megaflange for PVC pipe.
  - 3. Or approved equal.

**2.10 COUPLINGS AND SLEEVES**

- A. Couplings shall meet the requirements of AWWA C219 and be rated for 200 psi.
- B. Sleeve material shall be carbon steel or Ductile Iron with NSF-61 registered fusion bonded epoxy coating.

- C. Gaskets shall be resilient material coupling gaskets approved for water applications.
- D. Followers and middle rings shall be fusion bonded epoxy coated per NSF-61.
- E. Bolts and nuts for buried service shall be Type 304 stainless steel.
- F. Castings shall be Ductile Iron conforming to ASTM A536, Grade 65-45-12.
- G. Clamping bolts and nuts shall conform to ANSI B 18.2.2.
- H. Restraining rods shall conform to AWWA C111.
- I. Pipe sleeves shall be Ductile Iron long style compact fitting, MJ x MJ with restrained glands at each end, conforming to AWWA C153.
- J. Flexible couplings shall be Romac 501, or approved equal.
- K. Reducing and transition couplings shall be installed where pipe of dissimilar size and/or material are to be joined at the locations shown on the Drawings.
  - 1. Reducing couplings shall be Romac Style RC 501, or approved equal.
  - 2. Transition couplings shall be Romac Style 501, or approved equal.

## **2.11 AIR RELEASE VALVES**

- A. Air-release valves shall vent accumulating air while system is in service and under pressure and be of the size shown on the Drawings.
- B. Air release valves shall be of the size shown on the Drawings, with flanged or screwed ends to match piping.
- C. Bodies shall be of high-strength cast iron or stainless steel.
- D. The float, seat, and all moving parts shall be constructed of Type 316 stainless steel.
- E. Seat washers and gaskets shall be of a material insuring water tightness with a minimum of maintenance
- F. They shall be designed for a minimum water-working pressure of 250 psi, unless otherwise shown.
- G. Any air release enclosures specified in the plans shall be made of steel and insulated with 2" closed cell polyethylene foam. Enclosure insulation shall have a minimum R value of 5.

## **2.12 FIRE HYDRANTS**

- A. Fire hydrants shall be Mueller A423 Super Centurion 250 with 5-1/4" opening or approved equivalent.
- B. Hydrant color shall be red.

## **2.13 DISTRIBUTION HOT-TAP SLEEVES**

- A. Tapping sleeves shall be full circumference band consisting of ASTM A 240 Type 304 stainless steel, equipped with an AWWA C207, Class D ANSI 150 lb. drilling and ASTM A 240 Type 304 stainless steel flanged outlet.
- B. Type 304 stainless steel stud bolts, heavy hex nuts, and washers shall be included.
- C. Heavy hex nuts and stud bolts shall be coated to prevent galling.
- D. Type 304 stainless steel test plug shall be included with threads coated to prevent galling.
- E. Tapping sleeve shall be rated for a test pressure of 300 psi and working pressure of 250 psi.
- F. Tapping sleeve shall be equipped with a 3/4-inch NPT stainless steel test plug. Tapping sleeves shall be Smith-Blair Model 663 or Romac SST.

## **2.14 SERVICE SADDLES**

- A. Service saddles shall be epoxy coated ductile iron saddle with two stainless steel straps suitable for 250-psi service and torqued to manufacturer specifications, or approved equal.
- B. Service saddles shall be of the size specified on the Drawings.

## **2.15 COMPRESSION COUPLINGS AND ADAPTERS FOR SERVICE LINE CONNECTIONS**

- A. Compression couplings and adaptors for connecting new CTS copper service lines to existing service line or meter setters shall be quick joint couplings as manufactured by the Ford Meter Box Company, Inc., Mueller 110 compression connections, or approved equal.

## **2.16 CORPORATION STOPS**

- A. Corporation stops shall be ball valve, brass conforming to AWWA C800 and ASTM B-62, and suitable for a working pressure of 300 psi.
- B. Inlet end shall be male iron pipe thread (MIP) and outlet end shall be compression connection suitable for connection to CTS O.D. copper tubing.
- C. Corporation stops shall be Mueller 300 ball type corporation valves with Mueller 110 compression connection outlet Model No. B-25028N-CTS, or approved equal.

## **2.17 CONNECTORS**

- A. Quick-Connect Couplings:
  - 1. Ball lock type.
  - 2. Brass socket construction.

3. Stainless steel springs, balls, and retaining rings.
  4. Brass plugs.
  5. Buna-N seals.
  6. Manufacturer and Product: Hansen Couplings; Series ST.
  7. Provide male NPT by male quick-connect plug for all 1-inch hose valves and hydrants.
  8. Provide female NPT by female quick-connect socket for all flushing and drain connections.
  9. Provide male NHT by female quick-connect socket for hose nozzles.
- B. Dielectric Insulated Unions: Dielectric insulated unions shall be used to connect dissimilar metals. They shall separate the metals so that the passage of more than 1 percent of the galvanic current, which would exist with metal-to-metal contact, is prevented. Unions shall be of the same material as the pipe to which attached, and pressure and temperature ratings shall be no lower than that of the piping system in which installed.

**2.18 WARNING TAPE AND TRACER WIRE**

- A. Warning tape shall be per Section 02315 – Trench Excavation and Backfill.
- B. Tracer wire shall be per Section 02315 – Trench Excavation and Backfill.

**2.19 UTILITY MARKERS**

- A. Water utility markers shall be standard length Carsonite model CRM.
- B. Water utility markers shall be blue in color and include custom decal stating the following information:
  1. “Caution Water Pipeline”.
  2. Name of agency owning the utility.
  3. Phone number to contact owning agency.

**PART 3 – EXECUTION**

**3.01 GENERAL**

- A. All work shall be completed in conformance with the Standard Specifications for Public Works Construction (SSPWC), the appropriate AWWA or ASTM standards referenced earlier, the manufacturer’s requirements, the Drawings, and these Specifications.
- B. In addition, all work shall comply with the installation requirements of the Uniform Plumbing Code where applicable.



- C. The Contractor shall not install any pipe when the temperature drops below freezing, nor until trenches have been thoroughly and properly dewatered.
- D. The Contractor shall not install any pipe when, in the opinion of the Inspector, trench conditions are unsuitable.

### **3.02 LAYOUT**

- A. Determination of horizontal and vertical location of mains fittings and appurtenances per the Design Plans shall be the Contractor's responsibility. Methods used for location shall be determined by the Contractor or Contractor's Sub-Contractor. Contractor shall pothole and notify Engineer immediately if conflicts prevent location per the Design Plans and shall work with the Engineer to resolve the location conflict.

### **3.03 POTHOLING**

- A. Potholing involving exploratory excavation at connection to existing water facilities, marked utility crossings and other areas is required.
- B. The Contractor will be required to acquire the following information from these investigations:
  - 1. Verification of pipe type, size (i.e., outside diameter), depth to existing surface and location for all connections to existing water facilities.
  - 2. Verification of type, size, and location for all known utility crossings.
  - 3. List of utilities that will require relocation.
  - 4. Information required for surveying and staking of pipe alignment.
- C. All potholing shall be completed prior to the start of construction.
- D. Potholing shall be considered part of the trenching and is not a separate bid item.

### **3.04 TRENCH EXCAVATION, BEDDING, AND BACKFILL**

- A. Perform trench excavation, bedding, and backfill in accordance with Section 02315 – Trench Excavation and Backfill.

### **3.05 PIPING INSTALLATION**

- A. All pipe shall be installed in conformance with manufacturer's recommended procedures for the particular pipe being installed. In addition, comply with the installation requirements of the Uniform Plumbing Code.
- B. Do not install any piping when the temperature drops below freezing nor until trenches have been thoroughly and properly dewatered.
- C. Pipe shall be firmly and properly bedded and then partially backfilled between pipe joints and valves.

- D. Pipe ends shall be neatly and squarely cut, all burrs removed, and reamed inside to provide a tight joint and clean, smooth flow line.
- E. The Contractor shall be responsible for determining appropriate and correct radii of curves in the lines and providing whatever combination of pipe lengths and/or standard and special couplings are necessary for proper completion of the work. No pipe shall be installed under tension.
- F. Threaded joints shall be made up with approved joint compound applied smoothly and evenly per manufacturer's directions. All joints shall be made up tight with tongs and wrenches without the use of handle extensions.
- G. Once a joint has been tightened, it shall not be backed off unless threads are recleaned and new compound applied. Any joints that leak shall be cleaned and remade with new material. Caulking or thread cement to make joints tight will not be accepted by the Owner.
- H. Unions shall be installed in all threaded joint piping to facilitate removal of valves, meters, etc., for maintenance/repair in accordance with accepted trade practice and also in accordance with the Plans.
- I. Temporarily cap the ends of specified piping runs as called for on the drawings and mark the termination location with a 2x4 post painted and installed, as shown on the drawings.

### **3.06 UTILITY CROSSINGS**

- A. Water lines and sewer lines shall be separated as shown in the Drawings, in compliance with NAC 445A.6715 to 445A.6718, inclusive.
- B. Any areas requiring special construction shall be in accordance with NDEP's most recent edition of "Guidance for Areas Requiring Mitigation for Water and Sewer Separation."

### **3.07 PVC PIPE**

- A. Pipe installation, including transportation, storage of materials, laying and jointing shall be in accordance with AWWA C900.
  - 1. Pipe ends shall be cleaned of all lumps, blisters, and excess coating.
  - 2. Outside of plain end and the inside of bell shall be wiped clean and dry and be free from dirt, sand, grit, or any foreign material before the pipe is laid.
  - 3. At times when pipe laying is not in progress, open ends of pipe shall be closed by a watertight plug.
- B. Fittings shall be installed where shown on the Drawings to provide a complete installation.
  - 1. Fittings shall be ductile iron and conform to the requirements of AWWA C110 and be cement-mortar lined per AWWA C104.
  - 2. Restrained joints shall be provided where indicated on the Drawings.

C. Pipe Joint Deflection.

1. Horizontal and vertical bending of PVC pipe is not permitted; however, a maximum axial deflection at each gasketed joint is acceptable. Maximum joint deflection shall conform with pipe manufacturer's published limits.
2. Minimum pipe deflection radius shall conform to pipe manufacturer's published limits.
3. This offset and minimum radius also applies to proposed vertical deflection of the pipeline alignment.
4. The allowable deflection in mechanical joint fittings shall be per the manufacturer's published limits.

**3.08 DUCTILE FITTINGS**

A. Corrosion protection (polyethylene encasement) shall be provided for all ductile iron fittings.

1. Overlap of encasement wrap shall be a minimum of one (1) foot and shall be secured with adhesive tape or similar method.
2. The polyethylene encasement shall be terminated at least two feet past a joint or fitting and shall be securely taped to the pipe.

B. Fittings shall be installed where shown on the Drawings to provide a complete installation.

1. Fittings shall conform to the requirements of AWWA C110 and be cement-mortar lined per AWWA C104.
2. Restrained joints shall be provided where indicated on the Drawings. Refer to the section on Thrust Restraint below.

**3.09 THREADED PIPING INSTALLATION**

A. Threaded joints shall be made up with approved joint compound applied smoothly and evenly per manufacturer's directions. All joints shall be made up tight with tongs and wrenches without the use of handle extensions.

B. Once a joint has been tightened, it shall not be backed off unless threads are recleaned and new compound applied. Any joints that leak shall be cleaned and remade with new material. Caulking or thread cement to make joints tight will not be accepted by the Owner.

C. Unions shall be installed in all threaded joint piping to facilitate removal of valves, meters, etc., for maintenance/repair in accordance with accepted trade practice and also in accordance with the Plans.

**3.10 WARNING TAPE AND TRACER WIRE**

A. Warning tape shall be installed approximately 12-inches above all direct buried water pipe at the top of the pipe zone.

- B. Tracer wire shall be installed taped to the pipe per the Drawings.

### **3.11 FIRE HYDRANTS**

- A. Location and position of fire hydrants, connection of fire hydrants to water mains, fire hydrant drainage, and fire hydrant anchorage shall comply with SSPWC and the requirements of the governing fire protection agency.

### **3.12 CONNECTION TO EXISTING FACILITIES**

- A. Connection to existing water pipelines and customer services are required at the locations noted on the Drawings.
- B. Contractor shall verify the existing pipe location, depth and pipe OD of the pipe at connection locations prior to initiating the distribution tap operations or connection to existing water mains. See Potholing below.
- C. Connection to existing water mains will require isolation of the existing water mains and disruption of water service. Contractor shall coordinate all connections to existing water facilities with the Owner and Engineer.
- D. Connection to existing steel mains requiring welding shall be done by a qualified welder. No exceptions.
- E. Existing water customers are to be transferred to the new water mains after testing, disinfection and flushing of the new main. Contractor shall coordinate the transfer of these customers with the Inspector.
- F. Contractor shall coordinate with the Inspector to ensure that all noted isolation valves are operational prior to initiating work on connection to existing water mains. The Owner valves are to be used to isolate the designated work areas. Do not operate these valves. Coordinate all work on these valves with the Owner.
- G. Contractor shall limit service outages to a minimum.
  - 1. Where service outages are necessary, Contractor shall construct entire assemblies for the connections prior to cutting or tapping into the existing pipeline. This will allow quick installation of the assembly with minimum disruption of service.
- H. Contractor shall use caution when excavating near the existing live water mains to insure no damage is done. Contractor is responsible for repairs of any damaged facilities caused as a result of excavation incidental to construction of the water facilities.
- I. All ties to the existing facilities shall conform to the requirements of these Specifications.

### **3.13 DISTRIBUTION HOT-TAPS**

- A. Hot-tapping of existing water mains shall be coordinated with the Owner.
  - 1. Contractor shall perform all hot-tap labor.

2. Contractor shall furnish and install saw cut, excavation; bedding and backfill; tapping sleeve; or flanged nozzle with backing plate with pup and slip-on weld flange; tapping gate valve, and all required materials.

### 3.14 THRUST RESTRAINT

- A. All elbows, tees, reducers, and valves shall be provided with thrust restraint.
- B. The thrust blocks shall be in accordance with the Drawings.
- C. Thrust blocks shall be made of concrete delivered by an approved supplier.
  1. Thrust block concrete shall have a compressive strength of not less than 3,000 psi after 28 days.
  2. Bag concrete is not acceptable.
- D. High-early strength concrete shall be used for thrust blocks at all tie-in, cut and cap and other locations deemed necessary by the Inspector and/or as specified on the Drawings.

### 3.15 HYDROSTATIC PRESSURE TESTING

- A. All water mains shall be hydrostatically tested. Water for testing must be obtained by the Contractor by arrangement with the Owner. A positive displacement type pump shall be furnished by the Contractor for the testing. Feed for the pump shall be from a clean container, wherein the actual amount of “makeup” water can be measured.
- B. Upon completion of a section of the pipe installation, no more than 1,200 linear feet of water main shall be subjected to a pressure test of 200 pounds per square inch, averaged along the length of pipe, or twice the system pressure, using the greater value for a period of not less than 2 hours. Valves shall be provided to withstand the pressure as outlined herein. Any leakage caused by defective workmanship or materials shall be repaired, and the line shall again be tested to full compliance at the Contractor’s expense.

Prior to calling for the inspector to witness the pressure test, the Contractor shall first perform a satisfactory pressure test. No installation will be accepted if the quantity of makeup water is greater than that determined by the formula:

$$Q = \frac{L \times D \times (P)^{0.5}}{148,000}$$

Where:

Q = quantity of makeup water, in gallons per hour

L = length of pipe section being tested, in ft

D = nominal diameter of the pipe, in in.

P = average test pressure during the hydrostatic test, in pounds per square in. (gauge)

The formula is based on a testing allowance of 10.5gpd/mi/in with a nominal diameter at a pressure of 200 psi. Makeup water allowances for pipe diameters and test pressures in Table 4.A in AWWA C600 Standards for Installation of Ductile Iron Water Mains and Their Appurtenances. Visible leaks shall be repaired regardless of the amount of leakage.

### 3.16 PRESSURE TESTING OF WATER MAINS

- A. The Contractor shall pressure test portions of a line as it is installed before the entire line is completed.
  - 1. Upon completion of a section of the pipe installation, no more than 1,200 linear feet of water main shall be tested.
  - 2. All parts of the pipeline must be backfilled and braced sufficiently to prevent movement under pressure.
  - 3. Thrust blocks and fittings shall also be subjected to the test pressure.
    - a. Contractor shall allow a minimum of 24 hours for thrust block concrete to set before pressure testing of water mains.
- B. All pressure pipe testing shall be accomplished with water pressure (hydrostatic testing). Air-pressure testing will not be permitted.
  - 1. Water for testing shall be potable and shall be obtained by the Contractor by arrangement with the Owner.
  - 2. A positive displacement type pump shall be furnished by the Contractor for the testing.
  - 3. Feed for the pump shall be from a clean container, wherein the actual amount of “makeup” water can be measured.
  - 4. The line shall be filled slowly and should occur at the lowest point in the line.
  - 5. Working pressure is approximately 100 psi. Test pressure shall be 1.5 times the working pressure and shall not be less than 1.25 times the working pressure at the highest point along the test section.
    - a. A test pressure of 200 psi or 1.5 times the working pressure, whichever is greater.
    - b. Higher test pressures may be used at the low end of a new system in order to achieve the minimum required test pressure of 125 psi at the highest point of the new system, but in no case shall the test pressure at the low end exceed 185 psi.
  - 6. Test pressure shall not exceed pipe or thrust restraint design pressures.
  - 7. The hydrostatic test shall be at least 2-hour duration.
  - 8. Test pressure shall not vary more than  $\pm 5$  psi for the duration of the test.

- 9. All pressure testing shall be done under the direct supervision of the Inspector.
- C. Before applying the specified test pressure, air shall be completely expelled from the sections of piping under test.
- D. Allowable leakage shall be measured in gallon per hour as defined in AWWA C600 for Ductile Iron pipe.
- E. Pressure testing shall conform to AWWA C600 Standards for Installation of Ductile Iron Water Mains and Their Appurtenances.
- F. Any leakage caused by defective workmanship or materials shall be repaired, and the line shall again be tested to full compliance at the Contractor's expense.
- G. All testing apparatus shall be furnished by the Contractor at his own expense. All work included in pressure testing of the pipeline shall be included in the unit bid price for pipe installation, and no separate payment will be made.
- H. The hydrostatic test may be performed simultaneously with the chlorine retention period.

**3.17 DISINFECTION AND FLUSHING OF WATER MAINS**

- A. See Section 02512 – Disinfection of Water Distribution.

**3.18 BACTERIOLOGICAL TESTING OF WATER MAINS**

- A. See Section 02512 – Disinfection of Water Distribution.

**3.19 WATER UTILITY MARKERS**

- A. Water utility markers shall be installed at all valves, air release assemblies, and flush assemblies which are located outside of paved areas.
- B. Water utility markers shall be installed per manufacturer's recommendations.
- C. Contractor shall coordinate with Owner to obtain specific information to include on marker decal.

**3.20 INCIDENTAL ITEMS**

- A. The Contractor shall furnish all incidental items required to complete the work that is not specifically referred to herein as provided by the Owner.
- B. Incidental items, which shall be furnished by the Contractor, include but are not limited to potholing, pipe locator tape, tracer wire, flange gaskets, bolts, nuts, pipe coatings, corrosion protection, etc.

**END OF SECTION**

**SECTION 02512**  
**DISINFECTION OF WATER DISTRIBUTION**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. The work of this Section includes furnishing all labor, materials, and equipment for:
  - 1. Disinfection, cleaning, flushing, and bacteriological testing of:
    - a. Water mains and appurtenances
  - 2. Pressure and leakage testing of piping.

**1.02 REFERENCED STANDARDS**

- A. AWWA B300, Hypochlorites.
- B. AWWA C600, Installation of DI Water Mains and Their Appurtenances.
- C. AWWA C651, Disinfecting Water Mains.
- D. AWWA C800, Underground Service Line Valves and Fittings

**1.03 SUBMITTALS**

- A. Refer to Section 01330 “Submittal Procedures” for general submittal requirements.
- B. Submit a written disinfection and testing plan covering all Project elements that are to be tested and disinfected: The plan shall cover:
  - 1. Proposed method to fill piping.
  - 2. Proposed disinfection method and locations for bacteriological sampling.
  - 3. Disposal of chlorinated water in accordance with NDEP regulations.
  - 4. Dechlorination method and procedures (if proposed).
  - 5. Disposal of water used for flushing.
  - 6. Permits (if necessary) for discharge of flushing water.
  - 7. Pressure and leakage test procedures including line segments, fill locations, air release locations, and locations for pressure measurements.



## **1.04 PERMITS**

- A. Contractor is responsible to obtain, pay for, and conform to the requirements of any permits necessary for disinfection and flushing operations.
  - 1. Required permits may include Nevada Department of Environmental Protection (NDEP) DeMinimus Discharge Permit if discharge exceeds allowable limits of the Construction Stormwater Permit.

## **1.05 QUALITY ASSURANCE**

- A. Comply with standards and regulations of authorities having jurisdiction for potable-water disinfection, cleaning, flushing, sampling, testing, water discharge, and water disposal.

## **PART 2 – PRODUCTS**

### **2.01 HYPOCHLORITES**

- A. Owner will supply sodium hypochlorite 12.5% solution. Tablets are not allowed.

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. All piping that will carry potable water shall be disinfected.
- B. Piping shall be kept clean during construction by following the preventative and corrective measures in Section 4.3 of AWWA C651.
- C. Provide at least 48 hours' notice to the Project Representative prior to beginning pressure testing and disinfection procedures.
- D. The Contractor shall furnish calibrated gauges for measurement of test pressures.
- E. Pumps and metering equipment for leakage testing shall be furnished by the Contractor.
- F. Valve operation shall be coordinated with the Project Representative and operated by Owner only. The Contractor shall not operate any valves.
- G. Water for testing and flushing will be available from the distribution system at no charge to the Contractor. Contractor to coordinate with Owner to determine acceptable location for water connection and must abide by Owner requirements for connection (air gap or backflow prevention device).
- H. Water from flushing and testing procedures shall include no detectable chlorine residual when entering a storm drainage system or surface stream.

### **3.02 DISINFECTION OF WATER MAINS**

- A. Prior to acceptance of the project, water pipe shall be disinfected and pressure tested.
- B. All work involved in disinfecting and pressure testing the water pipe shall conform to AWWA Standards.
  - 1. Disinfection shall be accomplished in accordance with the requirements outlined in AWWA 651 and as specified herein.
  - 2. It is imperative that the pipeline be kept clean and dry during construction in order to ensure proper disinfection of the pipeline and to allow flushing the pipeline.
    - a. If excessive debris is discovered in the pipeline during disinfection and testing, the Contractor will be responsible for removal of the debris and retesting, flushing, and disinfection of the entire pipeline.
  - 3. Flushing and disposal of the chlorinated water shall be the responsibility of the Contractor.
    - a. The water shall be disposed of in a manner conforming to all local, state, and federal regulations.
    - b. The Contractor will be required to designate a disposal site or method and shall coordinate the disposal of the chlorinated water with the Owner.
- C. All work included in sterilization and testing of the pipeline shall be included in the unit bid price for pipe installation, and no separate payment will be made.

### **3.03 BACTERIOLOGICAL TESTING OF WATER MAINS**

- A. Bacteriological testing is required of all new and depressurized water mains.
- B. Bacteriological testing will be coordinated by the Inspector and the Owner, at no cost to the Contractor.
- C. Results of bacteriological testing are available a minimum of 24-hours after the sample was collected. Absolutely no standby time will be paid to the Contractor during this period.
- D. Service tie-overs and/or new water services may only be installed after the Inspector has been notified of a satisfactory bacteriological test result.
- E. Bacteriological test samples will NOT be collected on Fridays, weekends, observed Holidays, or the day before an observed Holiday, unless authorized by the Owner and Inspector.

### **3.04 DISINFECTION**

- A. Water mains and appurtenances shall be disinfected before being placed in service. Water for disinfection must be obtained by the Contractor by arrangement with the Owner. The following paragraphs describe specific procedures to be used by the Contractor in maintaining a

satisfactory environment for prevention of contamination of the proposed water system installation, the cleanliness of the pipe and fittings, and the actual method of disinfection.

B. Disinfection Methods:

1. When the line is completed and ready to disinfect, water shall be allowed to flow in slowly until it appears at the far end of the line so as not to displace the disinfecting agent. The system shall then be allowed to stand for at least 24 hours. The line shall then be flushed until a test shows no more than 0.2 parts per million of available chlorine.
2. The Contractor is herein advised that prior to making any restorations, the Contractor shall first demonstrate to the Owner that the new water main has adequately passed a pressure test, been adequately flushed, and finally passed the required bacteriological test.
3. During the disinfection process, the Contractor shall take particular care in flushing and wasting the chlorinated water from the mains to ensure that the flushed and chlorinated waste does no physical or environmental damage to property, streams, storm sewers, or any waterways. The Contractor shall chemically or otherwise treat the chlorinated water to prevent damage to the effected environment, particularly aquatic and fish life of receiving streams.
4. Before placing the lines in service, a satisfactory report or approval shall be received from a state Department of Social and Health Services (DSHS)-approved laboratory on samples collected from representative points in the new system. The Owner shall collect all samples for the bacteriological tests. However, the Contractor shall notify the Owner for collection of samples 2 days in advance, and schedule on days wherein samples can be conveniently processed by a state DSHS-approved laboratory. If any of the pipeline materials are replaced thereafter, then that section shall again be disinfected and tested for bacteriological count.
5. If disinfection of mains by the above methods prove unsatisfactory and the lab report indicates any type of bacteria count, then the Owner may direct the Contractor to use one of the following two disinfection methods until a satisfactory report is obtained:
  - a. Method No. 1:
    - 1) A chlorine gas-water mixture, or dry chlorine gas, may be applied by means of a chlorinator, or the gas may be fed indirectly from a chlorine cylinder equipped with the proper devices for regulating the flow, and the effective diffusion of gas within the pipe. (Use of the chlorinator is preferred to direct feed from the cylinder.)
    - 2) Point of Application: The preferable point of application for the chlorinating agent is at the beginning of the pipeline at the wellhead, or any valved section thereof, and through a corporation stop inserted in the horizontal axis of the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap on the pressure side of the gate valve controlling the flow into the pipeline extension.

- a) Rate of Application: Water source of supply shall be controlled to flow very slowly into the newly-laid pipeline during application of the chlorine. The rate of chlorine gas/water mixture or dry gas feed shall be in such proportion to the rate of water entering the newly-laid pipe that the dose applied to the water entering the newly-laid pipe will be at least 50 parts per million. A color comparator set shall be used to determine chlorine residual.
  - b) Cross-Connection Prevention: A cross-connection control device (DSHS-approved) shall be utilized to prevent potential cross connections.
  - c) Retention Period: Treated water shall be retained in the pipe at least 24 hours and preferably longer. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least 5 parts per million.
  - d) Chlorinating Valves and Hydrants: In the process of chlorinating newly-laid water pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent under normal operating pressure.
  - e) Final Flushing and Chlorine Residual Test: Following chlorination, all treated water shall be thoroughly flushed from the newly-laid pipe at this extremity until the replacement water throughout its length, upon test, shows the absence of chlorine (or in the event chlorine is normally used in the source of supply, then the tests shall show a residual not in excess of that carried by the system.)
  - f) Repetition of Procedure: Should the initial treatment prove ineffective, the chlorination procedure shall be repeated until tests show that the water sample from the newly laid pipe conforms to the requirements of these Specifications.
- b. Method No. 2:
- 1) Calcium or Sodium Hypochlorite or Chlorinated Lime in Water: A mixture of either calcium or sodium hypochlorite or chlorinated lime of known chlorine content and water may be substituted as an alternative for liquid chlorine. (Typical commercial products of this type are HTH, Perchloron, Chlor, Purex, etc.)
  - 2) Proportions of Chlorine Compound and Water Mixtures: Prepare a solution containing approximately 5 percent available chlorine by weight, in the case of HTH or Perchloron, at 70 percent available chlorine, use 6 pounds per 10 gallons of water. In the case of Chlor, at 15 percent available chlorine, add 2 parts water to 1 part of Chlor. For other strength compounds, adjust the dilution accordingly.
  - 3) Preparation and Application of Chlorine Compound: To prepare the chlorine-compound/water mixture, first make a paste, and then thin to a slurry to ensure getting all active ingredients into solution. The prepared solution shall be

injected by means of a hypochlorinator, or hand- or engine-operated pump approved by the Owner. Pumping into the newly laid pipe shall follow the conditions outlined under Method No. 1 for chlorine application. See Item Nos. “a” to “e” inclusive under Method No. 1. For solutions containing approximately 5 percent available chlorine, the rate of bleeding the main to be sterilized should be 1,000 times the rate of feed or injection of the chlorine solution.

- 4) Further Procedure: Provisions for final flushing and bacteriological testing under this alternative should be the same as those described in Item Nos. “f” and “g” under Method No. 1 above.

C. Bacteriological Tests:

1. Before placing the lines or appurtenances in service, a satisfactory report or approval shall be received from a state -approved laboratory on samples collected from representative points in the new system. The Owner shall collect all samples for the bacteriological tests.
2. Two samples, 24 hours apart must both be negative.

**3.05 DISINFECTION, FLUSHING, AND SAMPLING OF WATER MAINS**

A. All piping shall be cleaned, flushed, disinfected, and sampled per AWWA C651 requirements.

1. If excessive debris is discovered in the pipeline during disinfection and testing, the Contractor will be responsible for removal of the debris and retesting, flushing, and disinfection of the entire pipeline.
2. Contractor shall be responsible to determine flushing locations for flush water disposal according to all WCHD and NDEP requirements.

B. Flushing and disposal of the chlorinated water shall be the responsibility of the Contractor.

1. The water shall be disposed of in a manner conforming to all local, state, and federal regulations.
2. Contractor shall be responsible to develop and employ appropriate flow energy dissipation means and methods to prevent erosion from flush discharge.
3. The Contractor will be required to designate a disposal site or method and shall coordinate the disposal of the chlorinated water with the Owner.
4. If WCHD approved location is not identified, Contractor shall collect flush water in containers for offsite disposal.
5. Disposal of any spent chlorine solutions shall be coordinated with the NDEP Bureau of Water Pollution Control and the Owner.

C. All work included in sterilization and testing of the pipeline shall be included in the unit bid price for pipe installation, and no separate payment will be made.

D. Bacteriological testing

1. Bacteriological testing is required of all new and depressurized water mains.
2. See Section 01458 – Testing Laboratory Services for Contractor water quality testing responsibilities.
3. Upon completion of a section of the pipe installation, no more than 1,200 linear feet of water main shall be sampled.
4. Results of bacteriological testing are available a minimum of 24-hours after the sample was collected. Absolutely no standby time will be paid to the Contractor during this period.
5. Bacteriological test samples will NOT be collected on Fridays, weekends, observed Holidays, or the day before an observed Holiday, unless authorized by the Owner and Inspector.
6. WCHD must grant approval prior to commissioning water mains into system service.
7. Service tie-overs and/or new water services may only be installed after the WCHD, Owner, and Engineer have been notified of satisfactory bacteriological test results.
8. Bacteriological testing will be coordinated by the Inspector and the Owner, at no cost to the Contractor. Contractor shall be responsible for subsequent testing if the initial testing fails.

**END OF SECTION**



## SECTION 02610

### AGGREGATE BASE COURSE

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. Section Includes. Furnishing and placing an aggregate base course to plan grades and cross sections.
- B. Related Sections.
  - 1. Section 200, 308, Standard Specifications for Public Works Construction (SSPWC)
  - 2. Section 02300 – Earthwork
  - 3. Section 02315 – Trench Excavation and Backfill
  - 4. Section 02740 – Asphalt Concrete Pavement

##### 1.02 QUALITY ASSURANCE

- A. Frequency of Testing
  - 1. Maximum Dry Density and Optimum Moisture Content, ASTM D1557
    - a. Request one test for each different class or type of material prior to beginning construction, and
    - b. Request one test when previous test is suspect, due to subtle changes in the material, as determined by the Engineer.
  - 2. Density of Soil In-Place by the Sand Cone or by Nuclear Methods, ASTM D1556 or D2922.
    - a. Minimum of one test per lift per 5,000 square feet per type of material.
    - b. Provide additional tests at the Engineer's request.
  - 3. Testing Tolerances
    - a. Percent Compaction. Not less than as specified on Plans or in these Specifications.
    - b. In-Place Moisture Content. As required to achieve minimum compaction.
    - c. Soft or Yielding Surfaces. Regardless of the percent compaction obtained by test, areas which are soft or yield under the load of construction equipment (pumping) are to be removed and replaced at no additional cost.



**1.03 SUBMITTALS**

- A. Materials Test Reports.
  - 1. Moisture-density curve
  - 2. Gradation
  - 3. R-value

**PART 2 – MATERIALS**

**2.01 AGGREGATE BASE**

- A. SSPWC, section 200.01, Type 2, Class B Aggregate Base. Free from organic matter and other deleterious substances.
- B. Recycled Aggregate Base (RAB or AC Grindings). Pulverized product of 1.5” minus AC grindings to be used as base material, free from organic matter and other deleterious substances. RAB shall meet the following requirements:

<b>Recycled Aggregate Base Requirements</b>	
<b>Sieve Size (inch)</b>	<b>Percentage by Weight Passing Sieve (%)</b>
1 ½	100
¾	70-100
No. 4	20-70
No. 200	2-10

**PART 3 – EXECUTION**

**3.01 PRELIMINARY INVESTIGATION OF THE WORK**

- A. Verify that all of the preliminary work including clearing, grubbing, subgrade preparation and staking has been performed in accordance with the Plans and Specifications prior to placing aggregate base.

**3.02 BASE COURSE PLACEMENT AND COMPACTION**

- A. Local Streets
  - 1. SSPWC, section 308.
  - 2. Moisture Conditioning. Condition the base by aerating or wetting to the moisture content required to obtain the minimum percent compaction. Mix the soil such that the moisture content is uniform throughout the lift. Take care so as not to damage the subgrade below.
  - 3. Lift Thickness. Place and compact in successive equal layers not to exceed a maximum of 6 inches.

4. **Compaction.** Construct base course to achieve a uniform soil structure. Compact the base course to a density of not less than 95 percent.
5. **Base Course Tolerances.** Place and compact the base course to the grade and cross sections indicated. The base course shall not vary from plan grade and cross sections by more than ¼ inch.
6. **Deficiencies.** Remove and replace deficiencies prior to placement of the pavement. Deficiencies in the base course covered by paving will be removed and replaced at no additional cost to the Owner.

**END OF SECTION**



## SECTION 02740

### ASPHALT CONCRETE PAVEMENT

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. Section Includes. Furnishing and placement of asphalt concrete pavements. The work covered shall include the furnishing of all labor, tools, equipment, materials and performing all required operations to provide a complete item in accordance with the project plans and these specifications.
- B. Related Sections.
  - 1. Section 200, 201, 202, 320, 318, 336, 337, Standard Specifications for Public Works Construction (SSPWC).
  - 2. Section 401, 402, 403, 406, Standard Specifications for Road and Bridge Construction, State of Nevada
  - 3. Section 02610 – Aggregate Base Course

##### 1.02 DEFINITIONS

- A. Relative Density – The bulk specific gravity of the compacted pavement divided by the maximum theoretical specific gravity of the corresponding lot.
- B. Lot – For the purposes of compliance testing each lot shall be 500 tons of asphalt placed or one day's production, whichever produces the most lots.

##### 1.03 QUALITY ASSURANCE

- A. Compliance sampling and testing during construction will be provided by the Owner per SSPWC Section 336.00.

##### 1.04 SUBMITTALS

- A. Certificates of Compliance
  - 1. Mineral Filler
  - 2. Asphalt Cement
- B. Materials Test Report
  - 1. Coarse Aggregate
  - 2. Fine Aggregate

- C. Mix Designs
  - 1. Testing Laboratory
  - 2. Location and source of aggregate
  - 3. Supplier, grade of asphalt cement
  - 4. Individual and combined aggregate gradations
  - 5. Job mix formula
  - 6. Aggregate and design mix test results and void analyses
  - 7. Recommended asphalt cement content
  - 8. Complete set of calculations
- D. Pavement Reinforcing Fabric

**PART 2 – PRODUCTS**

**2.01 AGGREGATES FOR BASE COURSES**

- A. Aggregate for base courses for road construction and for shoulder gravel shall meet the requirements of SSPWC Section 200.01.03 (Crushed Aggregate Base, Type 2, Class B)

**2.02 PLANTMIX AGGREGATE**

- A. Major and Minor Arterial Streets and Major and Minor Collector Streets shall utilize Type 2 Aggregate for asphalt cement in accordance with SSPWC Section 200.02.03.

**2.03 ASPHALT CEMENT PAVEMENT**

- A. Asphalt cement for paving shall be PG 64-28NV in accordance with SSPWC Section 201.02.
  - 1. If lime is not included in the submitted mix design, dry tensile strength, tensile strength ratio (TSR) and absorption testing shall be supplied by Contractor for each lot of asphalt paved.
- B. Mix designs shall consist of 50 blow Marshall mixes and target 3 percent air voids.

**2.04 SLURRY SEAL**

- A. Slurry seal shall be a Type 2 in accordance with SSPWC Section 337.07.

**2.05 TACK COAT**

- A. The bituminous material used for the tack coat shall be SS-1h or equivalent conforming to SSPWC Section 201.

## **PART 3 – EXECUTION**

### **3.01 PAVEMENT REMOVAL**

- A. Initially cut asphalt concrete pavement with pneumatic pavement cutter or other equipment at the limits of the excavation and remove the pavement. After backfilling the excavation, saw cut asphalt concrete pavement to the full depth of pavement at a point not less than 9 inches outside the limits of the excavation or the previous pavement cut, whichever is greater, and remove the additional pavement.
- B. Saw cut concrete pavement, including cross gutters, curbs and gutters, sidewalks, and driveways, to the full depth of pavement at a point 1 foot beyond the edge of the excavation and remove the pavement.
- C. The concrete pavement may initially be cut at the limits of the excavation by other methods prior to removal and the saw cut made after backfilling the excavation. If the saw cut falls within 2 feet of a concrete joint or pavement edge, remove the concrete to the joint or edge.
- D. Make arrangements for and dispose of the removed pavement.
- E. Final pavement saw cuts shall be straight along both sides of trenches, parallel to the pipeline alignment, and provide clean, solid, vertical faces free from loose material. Saw cut and remove damaged or disturbed adjoining pavement. Saw cuts shall be parallel or perpendicular to the pipeline alignment or the roadway centerline, unless otherwise shown on Contract Documents.

### **3.02 SUBGRADE PREPARATION**

- A. Place and compact specified aggregate base under all areas to receive asphalt cement to the depths, lines, and grades specified on the Drawings and as required to match existing roadway construction.
- B. Prepare subgrade in accordance with Section 302.02 of the SSPWC.

### **3.03 PROOF ROLLING**

- A. Proof roll the prepared base material surface to check for unstable areas. Proof rolling shall be accomplished using a water truck or similar equipment with a rear axle load of at least 18,000 pounds with tires inflated to at least 65 psi. Paving work shall begin only after areas have been corrected and are ready to receive paving. The Engineer must be present during proof rolling.

### **3.04 PLACING AGGREGATE BASE COURSE**

- A. Place aggregate base course to a minimum thickness as specified for the roadway. Compact to 95% relative compaction. Install in accordance with SSPWC.

### **3.05 COMPACTION OF AGGREGATE BASE AND LEVELING COURSES**

- A. Compaction and rolling shall begin at the outer edges of the surfacing and continue toward the center. Apply water uniformly throughout the material to provide moisture for obtaining the

specified compaction. Compact each layer to the specified relative compaction before placing the next layer.

### **3.06 PLACING TACK COAT**

- A. Apply tack coat to metal or concrete surfaces that will be in contact with the asphalt concrete paving. Apply tack coat on surfaces to receive finish pavement at the rate of 0.08 to 0.13 gallons per square yard per SSPWC.

### **3.07 PLACING ASPHALT CEMENT**

- A. Place asphalt within 24 hours of applying primer and tack coat in accordance with Section 320 of the SSPWC.
- B. Asphalt shall be placed in acceptable weather and temperature conditions in accordance with Section 320.03 of the SSPWC.
- C. Compact pavement by rolling. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- D. Develop rolling with consecutive passes to achieve an even and smooth finish, without roller marks. Finish grade of asphalt patches shall match existing adjacent pavement exactly, without bumps, depressions, or other irregularities.
- E. After pavement is in place, seal all joints.

### **3.08 SURFACE TOLERANCE**

- A. Finished grades shall not deviate more than 0.01 foot in 12 feet in elevation parallel with the road centerline and 0.02 foot in 12 feet in elevation transverse to the centerline from the grades indicated in the drawings.
- B. Finished grade shall not deviate more than 0.02 foot in elevation from the grade indicated in the Contract Drawings. Slopes shall not vary more than 1/4 inch in 10 feet from the slopes shown in the Contract Drawings.
- C. After paving has been installed and compacted, spray water over the entire paved area. Correct any areas where water collects and does not drain away.

### **3.09 TRAFFIC STRIPING AND MARKING**

- A. Apply markings to match any removed in the course of the project and in accordance with SSPWC.

### **3.10 INSPECTION, TESTING, AND ACCEPTANCE**

- A. The Engineer will inspect all hot mix asphalt patching work. Asphalt paving that exhibits incorrect grades, excessive unevenness, depressions, humps, or joint misalignments will be rejected by the Engineer and shall be completely replaced with new pavement at no additional cost to the Owner.

**3.11 PROTECTION**

- A. Immediately after placement, protect pavement from mechanical injury for a minimum of 2 days.

**3.12 TEMPORARY TRENCH PATCHES**

- A. The contractor shall install a 3-inch temporary patch over exposed utility trench excavated areas at the end of each work day. Approved materials for temporary patch in city right of way include hot mix asphalt, cold mix asphalt or compacted aggregate base. Contractor shall maintain temporary patch until the permanent asphalt patch is placed.

**3.13 TEMPORARY PATCH REPLACEMENT**

- A. All temporary patches (regardless of material) shall be replaced with a permanent asphalt patch within two weeks of installation.

**END OF SECTION**





**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee, District General Manager

**FROM:** Kate Nelson, Interim Director of Public Works

**SUBJECT:** Review, Discuss and Approve the Agreement for the 30% Schematic Design Contract for Skate Park Enhancement Project - 2023/24 Capital Improvement Project; Fund: Community Services; Division: Parks; Project #4378BD2202; Contractor: Spohn Ranch, Inc. in the Amount of \$20,000. (Requesting Staff Member: Interim Public Works Director Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

**BUDGET INITIATIVE(S):**

**LONG RANGE PRINCIPLE #1 - SERVICE**

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

**LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Multi-Year Capital Planning Policy 12.1.0; Capital Project Budgeting Policy 13.1.0; Purchasing Policy for Public Works Contracts 21.2.0

**DATE:** April 10, 2024

---

**I. RECOMMENDATION**

That the Board of Trustees makes a motion to:

1. Approve the Award of the Progressive Design-Build Agreement with Spohn Ranch, for the Total Amount of \$20,000.00; and,
2. Direct the General Manager to sign and execute the Agreement.

## **II. BACKGROUND**

The Incline Skate Park was constructed in 2001. For over 20 years, the skate park has been a destination for skateboarders of all ages. The skate park is adequate but was not designed for all skill levels, specifically young skaters needing more basic features to be able to advance their skills.

The Community Services Master Plan (CSMP), updated in 2019, included Top Tier and Second Tier Recommendations (Pages 132-139). A Second Tier Recommendation was the Skate Park Enhancement Project. The CSMP states, "The skate park has the potential to provide a better range of structures to meet both beginner and experienced user needs. The current design is focused more towards experienced users, which reduces overall use. The skate park is adequate but is not designed for multiple age groups/ability levels. Incorporating a variety of elements for both beginners, young skaters and experienced skaters will enhance the facility. These enhancements have community support and could greatly increase the use of community resources."

At the January 12, 2022, Board Meeting (Item G.4), the Skatepark Enhancement Project became a Board Priority Project. During the summer of 2022, Public Works Staff applied for and received a grant from Washoe County for enhancement of the Incline Skate Park. At the December 14, 2022, Board Meeting (Item G.1), the Board moved to accept the Washoe County Notice of Sub-award (Non-Competitive Grant) in the amount of \$250,000 for the purpose of enhancing the existing skate park.

During the May 25, 2023, Board Meeting (Item G.2), the Board approved a budgetary increase to the Skate Park Enhancement Project in an amount not to exceed \$500,000. The Board directed staff to release a Request for Proposals (RFP) requesting design-build services for the 30% schematic design options for both a \$250,000 project (Design #1) and a \$500,000 project (Design #2). Once these schematic designs and estimates have been developed, the Board will determine which project will best meet the community's needs.

The RFP solicited proposals for total project costs of \$250,000 and \$500,000; these proposed budgets include hard and soft project costs. The budgets include permitting, design, building, demolition, hazardous materials remediation (if required), new construction, site work, underground utilities such as drainage, landscaping, site furnishings and contingencies of two different sized skate park options: one estimated at approximately 2,000 square feet (SF); and the other at approximately 4,000 SF. The intent of the Board is to decide upon a design and related total project budget once the 30% Schematic design has been completed and presented for consideration.

## **III. BID RESULTS**

The RFP was released pursuant to NRS 338.1711 for Design-Build. Two Design-

Build teams submitted Statements of Qualifications. Spohn Ranch, Inc. was determined by the Selection Committee to be the most qualified Design-Build team.

The proposed agreement for the 30% Design scope is included in ATTACHMENT A.

**IV. FINANCIAL IMPACT AND BUDGET**

The FY 2023/24 Budget includes funding in the amount of \$500,000. Project funding is provided through a grant award from Washoe County as well as funding from the General Fund for parks' operations, maintenance and capital projects.

**V. ALTERNATIVES**

**VI. COMMENTS**

The Owner and Design-Builder Preliminary Agreements have been reviewed and approved by Silver State Law.

**VII. BUSINESS IMPACT/BENEFIT**

This item is not a "rule" within the Nevada Revised Statute, Chapter 237 and does not require a Business Impact Statement.

**VIII. ATTACHMENTS**

- 1. 2024 Skate Park 30% Design Agreement - Final

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

# ConsensusDocs® 400

## PRELIMINARY DESIGN-BUILD AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER



### TABLE OF ARTICLES

1. TEAM RELATIONSHIP
2. DESIGN-BUILDER'S RESPONSIBILITIES
3. OWNERSHIP OF DOCUMENTS
4. OWNER'S RESPONSIBILITIES
5. CONTRACT TIME
6. COMPENSATION
7. PROFESSIONAL LIABILITY INSURANCE

This Agreement is made this 11th day of April in the year 2024, by and between the OWNER, Incline Village General Improvement District, located at 893 Southwood Boulevard, Incline Village, Nevada and the DESIGN-BUILDER, Spohn Ranch, Inc., a California Corporation with its principal place of business at 6824 S. Centinela, Los Angeles, California, for preliminary services in connection with the following PROJECT:

**INCLINE VILLAGE SKATE PARK IMPROVEMENTS PROJECT, CIP 4378BD2202, PWP WA-2024-156**

Notice to the Parties shall be given at the above addresses.



## ARTICLE 1 TEAM RELATIONSHIP

1.1 The Owner and the Design-Builder agree to proceed on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner. The Owner and the Design-Builders shall perform their obligations with integrity, ensuring at a minimum that: (a) conflicts of interest shall be avoided or disclosed promptly to the other Party; and (b) the Design-Builder and the Owner warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

## ARTICLE 2 DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall exercise reasonable skill and judgment in the performance of its services. Engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, or as permitted by the law of the State in which the Project is located. The person or entity providing engineering services shall be referred to as the Design Professional. If the Design Professional is an independent design professional, the engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Design Professional. The Design Professional for the Project is Aaron Spohn, President of Spohn Ranch, Inc.

The Design-Builder shall provide full design and engineering services necessary to complete 30% Schematic Documents for the Project for Design #1, approximate area of improvement 2,000 SF ±, and Design #2, approximate area of improvement 3,000 SF± and in accordance with the Owner's direction and design standards. Design services required are evaluation of the site and of the design criteria documents and other Project-related information; preparation of a preliminary schedule and preliminary estimate; preparing 30% Schematic Documents, including supporting the Owner's design review process, attending design review meetings, resolving review comments to the satisfaction of Owner; and performing work necessary to prepare and submit an acceptable cost estimate proposal within the expected cost range for the Project.

2.1 The Design-Builder is responsible for the following Preliminary Design-Build Services:

2.1.1 PRELIMINARY PROJECT SCHEDULE The Design-Builder shall provide a PRELIMINARY SCHEDULE for the Owner's written approval through the end of the Project, through final construction and Project closeout. The schedule shall show the activities of the Owner and the Design-Builder necessary to meet the Owner's completion requirements.

The PRELIMINARY PROJECT SCHEDULE will be developed through the end of construction and will include design milestones and delivery dates. The schedule will be in the form of the Critical Path Method and will be delivered on or before **April 25, 2024**.

2.1.2 PRELIMINARY ESTIMATE The Design-Builder shall prepare for the Owner's written approval a preliminary estimate utilizing area, volume, or similar conceptual estimating techniques. The level of detail for the estimate shall reflect the Owner's Program and any additional available information. If the preliminary estimate exceeds the Owner's budget, the Design-Builder shall make written recommendations to the Owner.

The PRELIMINARY ESTIMATE will be will be delivered in an excel spreadsheet and PDF format on or before **May 16, 2024**.



2.1.3 SCHEMATIC DESIGN DOCUMENTS The Design-Builder shall submit for the Owner's written approval SCHEMATIC DESIGN DOCUMENTS for Design #1 and Design #2 based on the agreed upon PRELIMINARY EVALUATION. SCHEMATIC DESIGN DOCUMENTS shall include drawings, outline specifications and other conceptual documents illustrating the Projects basic elements, scale and their relationship to the Worksite. One set of these Documents shall be furnished to the Owner. When the Design-Builder submits the SCHEMATIC DESIGN DOCUMENTS, the Design-Builder shall identify in writing all material changes and deviations from the Design-Builder's preliminary evaluation, schedule and estimate. The Design-Builder shall update the preliminary schedule and preliminary estimate based on the SCHEMATIC DESIGN DOCUMENTS.

The SCHEMATIC DESIGN DOCUMENTS will include the 30% Schematic Design of architectural and engineering drawings in both AutoCAD and PDF formats. The 30% Schematic Design will be delivered on or before **July 9, 2024**.

### ARTICLE 3 OWNERSHIP OF DOCUMENTS

3.1 OWNERSHIP OF TANGIBLE DOCUMENTS Upon the making of final payment to the Design-Builder, the Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information (hereinafter "Documents") prepared, provided or procured by the Design-Builder, its Design Professional, Subcontractors or Design-Builders and distributed to the Owner for this Project.

3.2 COPYRIGHT The Parties agree that Owner shall obtain ownership of the copyright of all Documents. The Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by ARTICLE 6 and the payment of the fee reflecting the agreed value of the copyright set forth below:

3.3 OWNER'S USE The Owner shall not have the right to use, reproduce or make derivative works of the Design-Build Documents for other projects without the written authorization of the Design-Builder, who shall not unreasonably withhold consent. The Owner's use of the Design-Build Documents on other projects or without the Design-Builder's written authorization or involvement is at the Owner's sole risk, and the Owner shall indemnify and hold harmless the Design-Builder, the Design Professional and Subcontractors, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from such use of the Design-Build Documents.

3.4 DESIGN-BUILDER'S USE Where the Design-Builder has transferred its copyright interest in the Documents, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole. The Design-Builder shall obtain from its Design Professional, Subcontractors and Design-Builders property rights and rights of use that correspond to the rights given by the Design-Builder to the Owner in this Agreement.

### ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide to the Design-Builder all relevant information for the Project. The Owner shall timely review and approve schedules, estimates, Schematic Design Documents and other documents provided under this Agreement.

4.2 OWNER'S ELECTION TO PROCEED If the Owner elects to proceed with the Project beyond the Preliminary Design-Build Services provided in this Agreement, the Owner and the Design-Builder shall enter into an additional agreement for the completion of the design and the construction of the Project. If



the Owner elects not to proceed with the Project, the Owner shall have no further obligation to the Design-Builder other than the payment of compensation as set forth in this Agreement.

## ARTICLE 5 CONTRACT TIME

5.1 The Design-Builder's Services provided under this Agreement shall commence on or about April 1, 2024, and shall be completed on or about June 30, 2024.

## ARTICLE 6 COMPENSATION

6.1 The Owner shall compensate the Design-Builder monthly for Preliminary Design-Build Services performed under the Agreement on the following basis:

A stipulated sum in the amount of **Twenty Thousand Dollars (\$20,000)** that shall be paid for in progressive payment proportionate to the deliverables.

If the Owner elects to proceed with the Project beyond the Preliminary Design-Build Services provided in this Agreement, the Owner and the Design-Builder shall enter into additional agreements for the completion of the design and the construction of the Project.

## ARTICLE 7 INSURANCE

7.1 The Design-Builder shall obtain insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

**Minimum Limits of Insurance.** Design-Builder shall maintain limits no less than: (1) General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage, and shall be endorsed to include contractual liability. Limits can be satisfied by providing Excess Liability coverage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$2,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) Industrial Insurance: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability/Errors and Omissions: Design-Builder shall procure and maintain, and require its sub-Design-Builders to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

7.1.1 Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

7.1.2 Insurance Endorsements. The insurance policies shall contain the following provisions, or the Design-Builder shall provide endorsements on forms supplied or approved by the Owner to add the following provisions to the insurance policies:

7.1.2.1 Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the Owner, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the Owner, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an





unbroken chain of coverage excess of the Design-Builder's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, its directors, officials, officers, employees, agents and volunteers shall be excess of the Design-Builder's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the Owner, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Design-Builder to waive its right of recovery prior to a loss. The Design-Builder hereby waives its own right of recovery against Owner, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

7.1.2.2 Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the Owner, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Design-Builder or for which the Design-Builder is responsible; (2) the insurance coverage shall be primary insurance as respects the Owner, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Design-Builder's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, its directors, officials, officers, employees, agents and volunteers shall be excess of the Design-Builder's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the Owner, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Design-Builder to waive its right of recovery prior to a loss. The Design-Builder hereby waives its own right of recovery against Owner, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

7.1.2.3 Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the Owner, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Design-Builder.

7.1.2.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Owner, its directors, officials, officers, employees, agents and volunteers.

7.1.3 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Owner, its directors, officials, officers, employees, agents and volunteers.

7.1.4 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Owner. Design-Builder shall guarantee that, at the option of the Owner, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its directors, officials, officers, employees, agents and volunteers; or (2) the Design-Builder shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

7.1.5 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The Owner



in no way warrants that the above-required minimum insurer rating is sufficient to protect the Design-Builder from potential insurer insolvency.

7.1.6 Verification of Coverage. Design-Builder shall furnish the Owner with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Owner. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Owner if requested. All certificates and endorsements must be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.1.7 3.2.10.8 Subconsultants. Design-Builder shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Owner that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultant shall be endorsed to name the Owner as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Design-Builder, Owner may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultant.

7.1.8 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Owner has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Owner will be promptly reimbursed by Design-Builder or Owner will withhold amounts sufficient to pay premium from Design-Builder payments. In the alternative, Owner may terminate this Agreement for cause.

7.1.9 Safety. Design-Builder shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Design-Builder shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

**SIGNATURES ON FOLLOWING PAGE.**



**OWNER:  
INCLINE VILLAGE G. I. D.**

**Agreed to:**

By:

\_\_\_\_\_  
Bobby Magee  
District General Manager

\_\_\_\_\_  
*Date*

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District General Counsel

\_\_\_\_\_  
*Date*

**DESIGN-BUILDER:  
SPOHN RANCH, INC.**

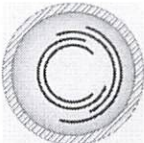
**Agreed to:**

By:

\_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
Kirsten Dermer, CEO  
*Print or Type Name and Title*

\_\_\_\_\_  
4/3/24  
*Date*



**MEMORANDUM****TO:** Board of Trustees**THROUGH:** Bobby Magee, District General Manager**FROM:** Kate Nelson, Interim Director of Public Works**SUBJECT:** Review, Discuss and Approve the Agreement for Professional Services for the Full-Time Construction Inspection and Materials Testing, Vendor: Construction Materials Engineers, Inc. for an Amount Not to Exceed \$567,255 Effluent Export Line Project, GMP2 - 2023/24 Capital Improvement Project; Fund: Sewer; Division: Utilities; Project #2524SS1010. (Requesting Staff Member: Interim Director of Public Works Kate Nelson).**RELATED FY 2023  
STRATEGIC PLAN****BUDGET INITIATIVE(S):****LONG RANGE PRINCIPLE #5 – ASSETS AND  
INFRASTRUCTURE**

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

**RELATED DISTRICT  
POLICIES, PRACTICES,  
RESOLUTIONS OR  
ORDINANCES**Board Policy 12.1.0 Multi-year Capital Planning;  
Board Policy 21.1.0 Purchasing Policy for  
Goods and Services**DATE:** April 10, 2024**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Approve the Agreement for Professional Services with Construction Materials Engineers, Inc. for an Amount Not to Exceed \$567,255; and,
2. Direct the Board Chair and Board Secretary to sign and execute the Agreement.

**II. BACKGROUND**

GMP1 construction was completed in 2023 with Geotechnical &amp; Environmental Services (GES) Inc providing the construction inspection and materials testing

services. The remaining alignment completion of the Effluent Export Pipeline Project (EEP) was awarded to Granite Construction as GMP2 on December 13, 2023 (Item G.4). GMP2 is currently scheduled to be constructed through the summer of 2026 to complete the remaining three portions of the Phase 2 EEP Project. The first of the remaining three construction phases is scheduled to begin on April 22, 2024 and continue full-time until approximately November 1, 2024.

A critical aspect of project success is related to quality assurance. This refers to oversight of the construction manager and their quality control responsibilities, general construction activities, and documentation necessary to demonstrate compliance with both technical and regulatory specifications (regulatory agencies with a key stake in the project include Nevada Department of Transportation (NDOT) and the Tahoe Regional Planning Agency).

The quality assurance responsibilities include: inspection of all materials upon delivery and during on-site handling/installation; testing of backfill/ aggregates during placement and compaction; performance testing completed by the CMAR; regulatory permit compliance; overall site health and safety controls. This is a full-time responsibility and Staff does not have the necessary internal District resources or capacity to provide the level of service required for the 24-hour construction schedule. Therefore, a specialist third party is required to perform materials testing and on-site inspection services. Staff solicited proposals to procure full-time materials testing and inspection services from three companies based upon the relative consultant qualifications in relation to the project. Staff interviewed the key project management and inspection personnel from each of the consultants that proposed on the project. Staff scored the consultants' approach-to-project and overall experience of the teams; Construction Materials Engineers, Inc. (CME) was selected on this basis and is recommended for the contract award.

The proposed professional services agreement is included as ATTACHMENT A.

### **III. BID RESULTS**

Staff did not seek competitive cost proposals for the proposed materials testing and inspection Professional Services pursuant to NRS 332.115.1 (b). The requested contract award recommendation is based on an RFQ selection process with specific focus on qualifications and project methodology. The three responsive consultant qualifications were received from GES, CME, and Black Eagle Consulting, Inc. Each qualification package was thoroughly reviewed, and a subsequent interview process was completed by the Engineering Staff and Utility Superintendent. Construction Materials Engineers, Inc. was selected based on overall approach to the project, key staff experience and qualifications, and strength of presentation.

### **IV. FINANCIAL IMPACT AND BUDGET**

The proposal amount of \$567,225 is based on a consistent schedule of two, full

12-hour shifts for both the day and night inspectors, as prudent based on the 24-hour working potential. However, there is a high likelihood that the typical average shift will not require the full 12 hours. During GMP1, the night shift regularly ended well short of the 12-hour shift due to early completion of backfill and preparatory tasks for the following day shift. Therefore, at the completion of the GMP2-2024 construction season, Staff does not anticipate exhausting the full \$567,000 contract amount and are not recommending a contingency in addition to the proposed contract.

For reference, the GMP1 construction inspection contract was for approximately \$330,000 as GMP1 did not include the months of July or August inspection because NDOT required IVGID crews to vacate the SR28 road space. The final cost of the contract following completion was approximately \$210,000 (~64% total expenditure). A similar, relative time requirement is anticipated for the 2024 construction season.

A budget of \$2.8 million was allocated and approved for GMP2 contract administration and inspection through 2026 (Item G.4, 12/13/23); the subject/proposed \$567,000 materials testing and inspection contract is incorporated within the \$2.8 million allocation.

## **V. ALTERNATIVES**

There are no alternatives presented. The materials testing is required for NDOT permit compliance and must be provided as part of permit conditions. Further, full-time inspection provides quality assurance for one of the most critical assets owned and operated by the District.

## **VI. COMMENTS**

The Agreement for Professional Services between the District and CME has been reviewed and approved by District Legal Counsel.

## **VII. BUSINESS IMPACT/BENEFIT**

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

## **VIII. ATTACHMENTS**

1. ATTACHMENT A - CME Agreement - Effluent Line Testing Inspection - GMP 2

## **IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

# INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into as of April 10, 2024 by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Construction Materials Engineers, Inc., a Domestic Corporation, with its principal place of business at 300 Sierra Manor Drive, Suite 1, Reno, Nevada (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

## 2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing materials testing and inspection services to public clients, is licensed in the State of Nevada, and is familiar with the plans of the District.
- 2.3 Project. District desires to engage Consultant to render professional services for the Effluent Export Pipeline Replacement Project, GMP 2 (“Project”).

## 3. TERMS.

### 3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform sampling, inspection, and testing during the effluent export pipeline installation, concrete and asphalt replacement, and permanent striping. Qualified field personnel shall be suitably experienced to independently and competently verify and provide written record that the Construction work is in full compliance with project specifications, pipeline manufacturer recommendations, regulatory requirements, and District requirements. Consultant shall perform laboratory testing on the subgrade material for required density information and acceptance. Services will also include on-site pipeline (vertical) level verification, material(s) delivery and quantity/quality validation, time and materials tracking during risk-register-triggered activities, regular communication with IVGID management personnel for acceptance of proposed site changes, preparation of written daily field reports for each shift, daily progress construction photos, daily testing reports, permit coordination, project management, and preparation of a final report (“Services”). The allowance for services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules

and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit A.

- 3.1.2 Term. The term of this Agreement shall be from April 15, 2024 to November 1, 2024, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

### **3.2 Responsibilities of Consultant.**

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.

- 3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Senior Project Manager - Jon Del Santo, P.E., and Senior Construction Inspector - Tom Ingram.

- 3.2.5 District's Representative. The District hereby designates Interim Engineering Manager Hudson Klein, P. E., or his designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his designee.



- 3.2.6 Consultant's Representative. Consultant hereby designates Jon Del Santo, P.E., or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.10 Insurance.
- 3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence

satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance:* Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions:* Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of

recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

- 3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.
- 3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.
- 3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### **3.3 Fees and Payments.**

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth as part of Exhibit A. The total compensation to be provided under this Agreement shall not exceed **Five Hundred Sixty-Seven Thousand, Two Hundred Fifty-Five Dollars (\$567,255.00)** without written approval of District's General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates original contract amount, amount previously invoiced and current remaining balance on contract, work completed and hours of Services rendered by Consultant. The invoice shall also describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to [ap@ivgid.org](mailto:ap@ivgid.org). District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all approved charges thereon.
- 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit A, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District and for reasonable expenses actually incurred prior to termination, subject to submittal of invoices reflecting such costs to the District to support the claim for expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, NV 89451  
775-832-1274  
Attn: Kate Nelson, P.E.

**Consultant**

Construction Materials Engineers, Inc.  
300 Sierra Manor Drive, Suite 1  
Reno, NV 89511  
775-737-7564  
Attn: Jon Del Santo, P.E.

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**3.5.3 Ownership of Materials and Confidentiality.**

**3.5.3.1 Documents & Data.** All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

**3.5.3.2 Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project unless disclosure is compelled due to law or court order. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

**3.5.4 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

**3.5.5 Attorney's Fees.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

**3.5.6 Indemnification.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the

Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

- 3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.
- 3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- 3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

- 3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- 3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected



under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term “Boycott of Israel” has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant’s non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant’s employees from exercising available rights under the District’s Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

**SIGNATURES ON FOLLOWING PAGE**

**OWNER:**  
**INCLINE VILLAGE G. I. D.**  
**Agreed to:**

\_\_\_\_\_  
Trustee Sara Schmitz, Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee Michaela Tonking, Secretary

\_\_\_\_\_  
Date

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District Legal Counsel

\_\_\_\_\_  
Date

**CONSULTANT:**  
**Construction Materials Engineers, Inc.**  
**Agreed to:**

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



Signature of Authorized Agent

\_\_\_\_\_  
Jan A. Del Santo, Principal

Print or Type Name and Title

\_\_\_\_\_  
4-1-2024

Date

## EXHIBIT A

### CONSULTANT'S FEE SCHEDULE

ACTIVITY	QTY/WEEKS	HRS/WEEK	RATE	TOTAL	COMMENTS
<b>PROJECT MANAGEMENT</b>					<b>29 WEEKS</b>
SENIOR PROJECT MANAGER	3	5	\$ 190.00	\$ 2,850.00	PRE CONSTRUCTION SERVICES
SENIOR PROJECT MANAGER	29	4	\$ 190.00	\$ 22,040.00	REPORTS/COORDINATION/SITE VISITS
SENIOR PROJECT MANAGER	29	1	\$ 190.00	\$ 5,510.00	PRE-CON/MEETINGS
ADMINISTRATIVE SUPPORT	29	1	\$ 120.00	\$ 3,480.00	PREVAILING WAGE ADMINISTRATION
VEHICLE	29	3	\$ 15.00	\$ 1,305.00	
				<b>\$ 35,185.00</b>	

<b>LEAD INSPECTOR - DAY SHIFT</b>					<b>29 WEEKS</b>
SENIOR INSPECTOR - REGULAR	2	10	\$ 135.00	\$ 2,700.00	2 WKS ADMIN (PRE POST CONSTRUCTION)
SENIOR INSPECTOR - REGULAR	29	40	\$ 135.00	\$ 156,600.00	APRIL 15TH TO NOVEMBER 1ST
SENIOR INSPECTOR - OVERTIME	29	20	\$ 180.00	\$ 104,400.00	
VEHICLE	1760		\$ 15.00	\$ 26,400.00	
				<b>\$ 290,100.00</b>	

<b>LEAD INSPECTOR - NIGHT SHIFT CONSULTATION/SITE VISITS</b>					<b>25 WEEKS</b>
SENIOR INSPECTOR - REGULAR	25	2	\$ 135.00	\$ 6,750.00	APRIL 29TH TO OCTOBER 18TH
VEHICLE	50		\$ 15.00	\$ 750.00	
				<b>\$ 7,500.00</b>	

<b>MATERIALS TESTING TECHNICIAN<sup>3</sup></b>					<b>25 WEEKS</b>
TESTING TECHNICIAN - REGULAR	25	40	\$ 115.00	\$ 115,000.00	
TESTING TECHNICIAN - OVERTIME	25	20	\$ 150.00	\$ 75,000.00	
VEHICLE	1500		\$ 15.00	\$ 22,500.00	
NUCLEAR GAUGE	1000		\$ 10.00	\$ 10,000.00	
				<b>\$ 222,500.00</b>	

<b>LABORATORY TESTING</b>					
MOISTURE DENSITY CURVE	2		\$ 250.00	\$ 500.00	
MOISTURE DENSITY CURVE W/ROCK CORREC	6		\$ 300.00	\$ 1,800.00	
SIEVE ANALYSIS	4		\$ 120.00	\$ 480.00	
SIEVE ANALYSIS COARSE COMBINED	6		\$ 150.00	\$ 900.00	
PLASTICITY INDEX	6		\$ 120.00	\$ 720.00	
HMA - HVEEM FULL SERIES	8		\$ 740.00	\$ 5,920.00	ONCE PER MONTH AND 3 AT THE END
IGNITION OVEN CORRECTION	1		\$ 300.00	\$ 300.00	
AC CORES	5		\$ 270.00	\$ 1,350.00	SETS OF THREE
				<b>\$ 11,970.00</b>	

- 1) ASSUME ON APRIL 15TH START FOR OUR INSPECTOR AND MAY 1ST START FOR OUR TESTER, BASED ON A 29 WEEK CONSTRUCTION SCHEDULE  
25 WEEK SCHEDULE FOR THE MATERIAL TESTER, 24 HOUR SCHEDULE
- 2) CURRENT SCHEDULE FOR 2024 IS MAY 1ST - NOVEMBER 1ST
- 3) MATERIAL TESTING TECHNICIAN RATES ARE BASED UPON PAYING PREVAILING WAGES AT \$46.81 / HR

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Bobby Magee  
General Manager

**SUBJECT:** Review, Discuss and Approve Letter of Engagement for Labor and Employment Legal Services with Kamer Zuker Abbott for Bargaining Unit Negotiation Purposes.

**DATE:** April 10, 2024

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**I. RECOMMENDATIONS**

1. The Board review, discuss and approve the Letter of Engagement for labor and employment legal services with Kamer Zuker Abbott for the purposes of bargaining unit negotiations with the Operating Engineers Local 3 for the Non-Supervisory, Supervisory, and Superintendent contracts expiring on June 30, 2024; and,
2. Direct the Chair of the Board to review and approve the final rate schedule as identified in the Letter of Engagement; and,
3. Direct the General Manager to sign the agreement upon final approval by the Chair of the Board.

**II. DISTRICT STRATEGIC PLAN**

This action supports Long Range Principle #4, Workforce; *“Attract, maintain and retain a highly qualified, motivated and productive workforce to meet the needs of district venues, facilities, services and operations.”*

**III. BACKGROUND**

On August 9, 2023, following a public hearing (Item G.1), the Board of Trustees unanimously agreed to extend the current contract periods for the Non-Supervisory, Supervisory and Superintendent contracts. This action extended the contract period from July 1, 2023 to June 30, 2024.

On December 28, 2023, the Business Agent for the represented employees notified the District of the Union’s intention to enter into negotiations on a successor agreement commencing with Fiscal Year 2024/25. The Union advised

the District of its intention to present proposals concerning wages, hours of work, plus other terms and conditions of employment.

As a matter of best practice, it is recommended that the District engage with legal counsel who specializes in labor negotiations and employment law for the purposes of assisting staff with negotiations. Staff engaged with its current attorneys from Best, Best, and Krieger and were given a referral to Scott Abbott of Kamer, Zucker, and Abbott – Attorneys at Law for assistance with bargaining unit negotiations. It is recommended that the Board authorize a contract directly with Mr. Abbott.

#### **IV. FINANCIAL IMPACT AND BUDGET**

If approved, and before the Letter of Engagement is signed, staff will ensure the language is updated to note that this agreement will not exceed \$50,000 without further approval by the Board of Trustees.

#### **V. ALTERNATIVES**

Direct staff to handle all negotiations using in-house staff.

#### **VI. ATTACHMENTS**

BOARD OF TRUSTEES LONG RANGE CALENDAR

<b>APRIL 24, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 04/12; all memos materials due in by 04/16; Packet out on 04/17; agenda posted no later than 8:45 a.m. on 04/19</i></b>
P&R	Report: Punch cards and picture passes issued by parcel and recommendations on any changes going forward. – In accordance with requirements with Ord. 7
PW	Report: Beach House Project Update
PW	Report: Public Works State of the Union
PW	Agreement: Survey Tennis Center – Odyssey (\$19,200)
PW	Agreement: Service Clean Tahoe for field services for Public Works Solid Waste compliance
Finance	Adoption of final budget
Finance	Interview and appoint At-Large members to the Audit Committee. Appoint 2 Trustees to the Audit Committee. Terms effective March 1.
Finance	Review Board Policy 8.1.0 – Capitalization of Fixed Assets
GM	Review Pricing Practice 6.2.0
GOLF	Golf Club recommendations (Trustee Tonking) <i>(Moved from 0410)</i>
PW	Close Out Project Reports from monthly report (GMP #1; Diamond Peak Kitchen etc)
PW	Agreement: SR 28 Emergency Waterline Repair
PW	Agreement: Professional Services for Rec Center HVAC Replacement
PW	Procurement: Lab Equipment
PW	CIC Recommendations for Capital Policy (Trustee Tulloch)
P&R	Recommended Rates for the Rec. Fee/ Tennis/ Pickle-Ball
P&R	Consideration of a Donation to Red White and Tahoe Blue

<b>May 8, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 04/26; all memos materials due in by 04/30 GM Venue Report Due; Packet out on 05/01; agenda posted no later than 8:45 a.m. on 05/03</i></b>
P&R	Public Hearing: Ordinance 7 revisions per recommendations
PW	Report: Beach House Project Update

**BOARD OF TRUSTEES LONG RANGE CALENDAR**

<b>May 29, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 05/17; all memos materials due in by 05/21; Packet out on 05/22; agenda posted no later than 8:45 a.m. on 05/24</i></b>
P&R	Annual Update from the Parasol Foundation
P&R	Annual Update from the Incline Tahoe Foundation
P&R	Report: Update non-profit discounted use of Venues “1895 Report”
ADMIN	Report: Fire Protection District (per Contract) Documented Plan for upcoming Season)
BOT	Marcus Faust Agreement (Legal Counsel)
PW	Report: Beach House Project Update
PW	Easement: SPS #5 Easement

<b>June 12, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 05/31; all memos materials due in by 06/04 GM Venue Report Due; Packet out on 06/05; agenda posted no later than 8:45 a.m. on 06/07</i></b>
PW	Report: Beach House Project Update

<b>June 26, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 06/14; all memos materials due in by 06/18; Packet out on 06/19; agenda posted no later than 8:45 a.m. on 06/21</i></b>
	Review board goals for the year
PW	Report: Beach House Project Update

BOARD OF TRUSTEES LONG RANGE CALENDAR

<b>July 10, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 06/28; all memos materials due in by 07/02 GM Venue Report Due; Packet out on 07/03; agenda posted no later than 8:45 a.m. on 07/05</i></b>
PW	Report: Beach House Project Update

<b>July 31, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 07/19; all memos materials due in by 07/23; Packet out on 07/24; agenda posted no later than 8:45 a.m. on 07/26</i></b>
IT	IT Server Purchase
PW	Report: Beach House Project Update



**PARKING LOT ITEMS**

<b>Date of Request</b>	<b>Item</b>	<b>Requester</b>	<b>Status/Notes</b>	<b>Date Completed</b>
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz	DPSEF continues to have discussion amongst themselves about this item	
Unknown	<del>Next step on Diamond Peak parking lot/Ski Way — Staff added reminder</del>	GM DPSR Bandelin	This should be a part of the Budget Planning Process.	To be removed after the Board review in December
2/8/23		Trustee Schmitz	Assigned to the Investment/Capital Improvement Committee	
2/8/23	Update on Snowflake Lodge	Trustee Noble		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble	Staff to share with Trustee Noble the current situation.	
5/25/23		Trustee Schmitz	This is correct and it will be corrected when one of these policies comes before the Board	
<del>06/28/23</del>	<del>Redactions — needs a legal non meeting as a Trustee requested that the PE's be made public</del>	Chairman Dent		Complete Date?
07/12/23	Writing a letter to schools regarding programs	Chairman Dent		
07/26/23	Update on Food and Beverage (from 7/26/2023 meeting)	GM Bandelin/Interim Director of Finance Magee	<i>To be determined</i>	
08/09/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking	<i>Date to be determined after 2<sup>nd</sup> training is rescheduled</i>	
11/21/2023	Strategic Plan update	GM Bandelin/Interim Director		
12/13/2023	Consolidate advisory Meeting Minutes	Trustee Tonking		
07/12/2023	Waste Management CIC	Trustee Schmitz		
			Update on the Capitalization Policy (old policies 12.1, 13.1 and practice 13.2 – combined into new policy 8.1) Moss Adams Recommendations related to these policies	
03/22/2024	Ordinance 7 Reports	REC/ IT		By Feb 2025
03/22/2024	Marcus Faust Contract Renewal	GM		By March 2025
03/22/2024	Report: Tax Delinquencies for Cards to be shut-off	Finance		
03/25/2024	Space Planning	GM		
03/25/2024	Policy 136 Update - Expression	GM		
	Capitalization Policy Update	Finance		
	Tax Delinquencies Report	Finance		

BOARD OF TRUSTEES LONG RANGE CALENDAR

	Dog Park Survey	Rec Center		
	Defered Maintenance Rec. Center	Rec/ PW		
	Forensic Audit Results	GM		
	Pricing Pyramid	GM/ Finance		