

Date Requested	By Whom	Subject	Date Responded	Status/Comments	Link	Redactions Y/N
03/23/2023	Gumz, Joy	Employee Benefit Plan	04/07/2023	Complete	1	N
04/15/2023	McCombie, Paula	Records on golf group tee times for 2022 in regard to numbers of picture holders within the groups and rates paid by the groups in 2022 that are continuing to hold tee times on the 2023calendar	04/17/2023	Complete	2	N
04/17/2023	Dobler, Cliff	Please provide for my examination the bids for the Pump Track expansion #4378L1604 which were not deemed acceptable	04/17/2023	Complete	3	N
04/18/2023	Dobler, Cliff	Pump Track: Please provide for my examination the proposed contract documents and the request for bids.	04/19/2023	Complete	4	N
04/19/2023	Kahrs, Linda	The operating costs and operating revenues from 2017 to 2022 for the entire community service fund with and without depreciation.	04/19/2023	Complete	5	N

From: [Melissa N. Robertson](#)
To: [J Gumz](#)
Subject: Public records request - employee benefit plan
Date: Friday, April 7, 2023 1:53:23 PM
Attachments: [BenefitOverview FT-YR 2023.pdf](#)
[Benefit_Overview - 2023 - Seasonal Manager.pdf](#)
[BenefitOverviewACA 1560 plus catagory 2021.pdf](#)
[Summary of Covered Positions.pdf](#)
[2023 Prominence Health Plan Benefit Summary PPO 500.pdf](#)
[2023 Prominence Health Plan Benefit Summary POS Core 13.pdf](#)
[Dental Summary.pdf](#)
[VSP Summary of Benefits - 2023.pdf](#)

Hello,

Please find attached the following information as requested:

- the employee benefit plan(s), e.g. section 125 cafeteria plan document, Health Savings Account plans, or other type of plan

Attached is a Summary of Benefits for all Full-time/Year Round employees. (The numbers in red blocks relate to where the paperwork is located in the benefits packet documentation for internal processing)

Attached is a Summary of Benefits for all eligible Seasonal Managers

Attached is a Summary of Benefits for all employees who qualify under the Affordable Care Act (ACA)

**Qualified employees (regardless of position title) are eligible for this benefit if they have averaged 30-hours per week during our 12-month lookback period.*

Also attached are the following Summary of Benefits covered:

Prominence Health Plan PPO Summary of Coverage (medical)

Prominence Health Plan POS Summary of Coverage (medical)

Summary of Dental Coverage (benefit structure hasn't changed since 2017)

Summary of Vision Coverage

- what positions qualify for the medical insurance/vision/dental/ etc benefits (non-recreational)

Attached is a list of positions that are classified as eligible for benefits.

There are no specific positions that are eligible for ACA related benefits as staff in any non-benefitted position who meet the eligibility requirements may participate in this plan.*

- the criteria used to determine who qualifies, e.g. number of hours worked per week, position title, minimum time in position, and all other criteria

- the criteria for whether dependents qualify for insurance.

All full-time/year round employees in designated positions qualify for FT/YR benefits. Each of these positions works, on average, a minimum of 40-hours per week.

Qualified staff become eligible for benefits on the 1st of the month following their date of hire.

All seasonal managers work either 7 or 10-months for a seasonal venue (typically golf or ski) and become eligible for benefits on the 1st of the month following their date of hire or return to work (rehire) date.

Designated seasonal manager positions who work 7-or-10 months at a recreational venue for either Spring/Summer or Fall/Winter season.

Dependent coverage is determined (as part of our plan document) as follows:

Legal Spouses

Registered Domestic Partners

Child on or before the last day of the month in which the child attains 26 years of age

I received an email from you today asking me to include approved benefit plans showing the date of the approval and signatures; I will need to circle back with Staff to inquire about this.

Thank you.

Melissa Robertson

District Clerk

Incline Village General Improvement District

893 Southwood Boulevard

Incline Village Nevada 89451

P: 775-832-1268

mnr@ivgid.org

<http://yourtahoepalace.com>



Benefit Overview Full-Time/Year-Round Employees

Detailed summary plan information available from Human Resources.

Health Care coverage begins the **first of the month** following date of hire into an eligible position. IVGID currently pays the full premium for employees and 75% for dependent coverage (incl.-registered domestic partners and imputed income will occur) in the PPO/HRA and POS plans (*employee is only responsible for 25% of the dependent cost*).

1 A
1 B

- **Prominence** (prominencehealthplan.com)

HRA – A Health Reimbursement Arrangement (HRA), commonly referred to as a Health Reimbursement Account, is an IRS approved, employer-funded, tax-advantaged employer health benefit plan that reimburses employees for out-of-pocket medical expenses and individual health insurance premiums.

Option 1- HCB500

Medical coverage – The PPO/HRA (health reimbursement account) has an annual in-network deductible of \$500/ind. or \$1,000/family for employee and qualified dependents. IVGID provides \$250 for individual or \$500 for family in an HRA account to be used to pay medical, dental and vision costs including deductible and co-pays or employee can allow funds to rollover to the next year.

Option 2- POS Core 13

Medical coverage – The POS/HRA (health reimbursement account) has an annual in-network deductible of \$2,500 (HMO)/\$5,000 (PPO) /ind. or \$7,500 (HMO)/ \$15,000 (PPO) /family for employee and qualified dependents. IVGID provides \$250 for individual or \$500 for family in an HRA account to be used to pay medical, dental and vision costs including deductible and co-pays or employee can allow funds to rollover to the next year.

Prominence Care Center – No Cost Preventative Care, Health Coaches, Onsite Lab, Minor illnesses/injuries & Comprehensive Assessments. Reno 775-299-4649 Or Carson 775-546-2180

Prescription coverage – Co-payments are \$10/\$40/\$60 depending on Generic/Preferred/Non-Preferred brand for employee and qualified dependents. Mail service pharmacy available through Medipact, visit medipactdirect.com

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- **Kansas City Life** (kclgroupbenefits.com) Group # 23790

Dental - PPO plan for employee and qualified dependents with a \$2,500 per person calendar year maximum.

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- **VSP** (www.vsp.com/choice)

Vision coverage - PPO plan for employee and qualified dependents.

Provides for annual vision exam (incl. \$10 co-pay, Materials \$25 co-pay) and lenses/contact lenses every twelve months and frames every twenty-four months with applicable in-network and out-of-network coverage.

4 A
4 B

- **New York Life** (www.newyorklife.com)

Short-Term Disability Insurance (STD) – Employee only for illness or injury lasting more than thirty days, but less than ninety days. Eligible to receive 60% of pre-disability earnings with \$500 weekly maximum.

Long-Term Disability Insurance (LTD) – Employee only for illness or injury lasting more than ninety days (usually picking-up when the STD insurance benefit expires). Eligible to receive 66 2/3% of pre-disability earnings with \$7,500 monthly maximum.

Life Insurance & Accidental Death/Dismemberment – Employee only \$25,000.

Supplemental Voluntary Life Insurance – Available through payroll deduction with cost determined by coverage amount and age.

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- **Section 125 Flexible Spending Account Option – Health Equity** (www.healthequity.com)

Pre-tax dollars set aside by the employee through payroll deduction on an annual basis, to pay for out-of-pocket health care expenses (\$2850 max.) and dependent care (\$5000 max.). Employee pays \$60 annual administrative fee (\$5/mo.) that can also be pre-taxed.

- **Aetna - Employee Assistance Program** www.MyLifeValues.com

Employer paid program that provides confidential counseling (personal, financial or emotional) for employee and dependents. The benefit allows for up to three free visits, per issue, per calendar year. Plus access to online & 24/7 customer service resources.

- **AFLAC Supplemental Insurance Option**

Payroll deducted employee-paid supplemental insurance options including accident, cancer care, heart/stroke insurance, disability and long-term care plans. AFLAC contact Amanda Carter (775) 622-3397.

PAID TIME OFF

- **Holidays:** Eleven paid holidays per year including New Year's Day, ML King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veterans' Day, Thanksgiving Day, Family Day & Christmas Day.
- **Sick leave:** Is accrued 4 hours in the 1st pay period and 4 hours in the 2nd pay period of each month.
 - Donated Time: Each year, employees are permitted to voluntarily "donate" up to 40 hours of accrued sick leave or vacation to any IVGID employee facing a catastrophic illness or injury.
 - Employees retiring from 20 – 30 yrs with IVGID, have the option of selling back a percentage of their unused accrued sick leave and receiving the funds or converting the funds to a District non-interest bearing account for the purpose of paying medical insurance coverage and/or out of pocket medical expenses.
- **Annual Vacation:** Available for use after six months, with half the monthly accrual in the 1st pay period and half in the 2nd pay period of each month. Vacation hours may not exceed 200 hours at the end of each calendar year. Hours in excess of 200 will not carry forward and will be lost.

<u>Years of Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Accrual</u>
Hire to 4 years	6.67 hours	80 hours
4 but less than 9 years	10 hours	120 hours
9 years or more	13.33 hours	160 hours

- **Bereavement Leave:** Up to 40 hours per eligible incident.

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RETIREMENT SAVINGS PLANS

Employees have several investment options available for each plan listed.

Bargaining unit eligible positions may elect 13.3% District contribution to go towards Union Pension Retirement Plan. See Steward for details.

Strategic Retirement Advisors LLC (<http://total457.com/index.htm>)

- **401A Pension Plan – Employer Contribution**
Beginning the 1st of the following month, after six months of service has been completed; the District contributes 13.3% of an employee's monthly salary.
 - After completing four years, contributions are fully vested (100% of funds belong to employee):
 - 25% vested at first anniversary of employment
 - 50% vested at second anniversary of employment
 - 75% vested at third anniversary of employment
 - 100% vested after four years of employment
 - Loan Provision: employees may borrow money from their pension account and can make after-tax contributions to their pension plan accounts.
- **457B Deferred Compensation Plan – Employee Contribution**
 - Employees are eligible to participate in the 457B Plan **upon hire** via payroll deduction. Employees can defer a portion of their salary from income tax, except for FICA. Salary deferrals into the 457B Plan are not taxed until distribution. *Higher amount options for employees age 50 or older.* Funds from a 401k or 457B Plan with a former employer can be rollover into the Deferred Comp Plan. All 457B Plan contributions are fully vested.
 - **Matching contribution** – District will match 100% of an employee's contribution up to 4% of their annual earnings. Available **upon hire** into a benefit eligible position beginning the first of the month following employment.

ADDITIONAL PRIVILEGES

- **Recreation:** Employee receives free access to the Recreation Center, Tennis Complex, Golf Courses and Diamond Peak Ski Resort. Dependents, including legal spouses and children up to age 19 or up to age 24 if a full time student with proof of enrollment, receive discounted access. Other dependent restrictions may apply
- **Credit Union:** Greater Nevada Credit Union offers employees checking, savings and other account options.
- **Direct Deposit:** Electronically deposit your paycheck into any financial institution in the United States and may deposit into more than one account. You can view your paystub on the internal employee self-service portal.
- **Meals:** 20% discount for employee only on food & non-alcoholic beverages at Food & Beverage venues.
- **Merchandise:** Discounts on merchandise sold by IVGID at golf, recreation center and tennis pro shops.
- **Tuition Reimbursement** of up to a maximum of \$1,500-undergraduate or \$4,000-graduate tuition may be available annually for employees earning a degree that is job or industry related.
- **Longevity Awards:** Based on employee's service in an eligible position.

5 year	\$500.00
10 year	\$1000.00 + silver card (at retirement, 50% recreation discount off resident rate)
15 year	\$1500.00
20 year	\$2000.00 + gold card (at retirement, free recreation)
25 year	\$2500.00
30 year	\$3000.00



Benefit Overview Seasonal Manager Employees

*Detailed summary plan information available from Human Resources.
IVGID paid benefits only available while actively employed.*

Health Care coverage begins the **first of the month** following date of hire into an eligible position. IVGID currently pays the full premium for employees and 75% for dependent coverage in the PPO/HRA and POS plans (*employee is only responsible for 25% of the dependent cost*).

- **Prominence** (prominencehealthplan.com)

HRA – A Health Reimbursement Arrangement (HRA), commonly referred to as a Health Reimbursement Account, is an IRS approved, employer-funded, tax-advantaged employer health benefit plan that reimburses employees for out-of-pocket medical expenses and individual health insurance premiums.

Option 1- HCB500

Medical coverage – The PPO/HRA (health reimbursement account) has an annual in-network deductible of \$500/ind. or \$1,000/family for employee and qualified dependents. IVGID provides \$250 for individual or \$500 for family in an HRA account to be used to pay medical, dental and vision costs including deductible and co-pays or employee can allow funds to rollover to the next year.

Option 2- POS Core 13

Medical coverage – The POS/HRA (health reimbursement account) has an annual in-network deductible of \$2,500 (HMO)/\$5,000 (PPO) /ind. or \$7,500 (HMO)/ \$15,000 (PPO) /family for employee and qualified dependents. IVGID provides \$250 for individual or \$500 for family in an HRA account to be used to pay medical, dental and vision costs including deductible and co-pays or employee can allow funds to rollover to the next year.

Prominence Care Center – No Cost Preventative Care, Health Coaches, Onsite Lab, Minor illnesses/injuries & Comprehensive Assessments. Reno 775-299-4649 Or Carson 775-546-2180

Prescription coverage – Co-payments are \$10/\$40/\$60 depending on Generic/Preferred/Non-Preferred brand for employee and qualified dependents. Mail service pharmacy available through Medipact, visit medipactdirect.com

- **Kansas City Life** (kclgroupbenefits.com)

Dental - PPO plan for employee and qualified dependents with a \$2,500 per person calendar year maximum.

- **VSP** (www.vsp.com/choice)

Vision coverage - PPO plan for employee and qualified dependents.

- Provides for annual vision exam (incl. \$10 co-pay, Materials \$25 co-pay) and lenses/contact lenses every twelve months and frames every twenty-four months with applicable in-network and out-of-network coverage.

- **New York Life** (www.newyorklife.com)

Short-Term Disability Insurance (STD) – Employee only for illness or injury lasting more than thirty days, but less than ninety days. Eligible to receive 60% of pre-disability earnings with \$500 weekly maximum.

Life Insurance & Accidental Death/Dismemberment – Employee only \$25,000.

Supplemental Voluntary Life Insurance – Available through payroll deduction with cost determined by coverage amount and age

- **Section 125 Flexible Spending Account Option – Health Equity** (www.healthequity.com)

Pre-tax dollars set aside by the employee through payroll deduction on an annual basis, to pay for out-of-pocket health care expenses (\$3050 max.) and dependent care (\$5000 max.). Employee pays \$60 annual administrative fee (\$5/mo.) that can also be pre-taxed.

- **Aetna - Employee Assistance Program** www.MyLifeValues.com

Employer paid program that provides confidential counseling (personal, financial or emotional) for employee and dependents. The benefit allows for up to three free visits, per issue, per calendar year. Plus access to online & 24/7 customer service resources.

- **AFLAC Supplemental Insurance Option**

Payroll deducted employee-paid supplemental insurance options including accident, cancer care, heart/stroke insurance, disability and long-term care plans. AFLAC contact Amanda Carter (775) 622-3397..

PAID TIME OFF

- **Sick leave:** Is accrued 4 hours in the 1st pay period and 4 hours in the 2nd pay period of each month.
 - **Donated Time:** Each year, employees are permitted to voluntarily “donate” up to 40 hours of accrued sick leave or vacation to another benefit eligible IVGID employee facing a catastrophic illness or injury.
- **Annual Vacation:** Is accrued half in the 1st pay period and half in the 2nd pay period of each month, with a total of 6.67 hours per month.
- **Bereavement Leave:** Up to 40 hours per eligible incident.

ADDITIONAL BENEFITS/PRIVILEGES

- **Recreation:** Employee receives free access to the Recreation Center, Tennis Complex, Golf Courses, and Diamond Peak Ski Resort. Dependents, including legal spouses and children up to age 19 or up to age 24 if a full time student with proof of enrollment, receive discounted access. Other dependent restrictions may apply. Recreation privileges are available only while actively working.
- **Credit Union:** Greater Nevada Credit Union offers employees checking, savings and other account options.
- **Direct Deposit:** Electronically deposit your paycheck into any financial institution in the United States and may deposit into more than one account.
- **Meals:** 20% discount for employee only on food & non-alcoholic beverages at IVGID Food & Beverage venues.
- **Merchandise:** Discounts on merchandise sold by IVGID at golf, recreation center and tennis pro shops.
- **Tuition Reimbursement** of up to a maximum of \$1,500-undergraduate or \$4,000-graduate tuition may be available annually for employees earning a degree that is job or industry related.
- **Longevity Awards:** Based on employee’s service in an eligible position.
 - 5 year \$500.00
 - 10 year \$1000.00 + silver card (at retirement, 50% recreation discount off resident rate)
 - 15 year \$1500.00
 - 20 year \$2000.00 + gold card (at retirement, free recreation)
 - 25 year \$2500.00
 - 30 year \$3000.00



Benefit Overview ACA Year-Round Employees

Detailed summary plan information available from Human Resources.

Health Care coverage begins the **first of the month of January** following notice of eligibility for the calendar year. Eligibility is revisited each year and IVGID currently pays the 50% of the full premium for employees in the POS plan. The employee can elect to buy up to the PPO plan. (*Employee is responsible for the dependent cost*).

- **Prominence** (prominencehealthplan.com)

Option 1- POS Core 13

Medical coverage – The POS/HRA (health reimbursement account) has an annual in-network deductible of \$2,500 (HMO)/\$5,000 (PPO) /ind. or \$7,500 (HMO)/ \$15,000 (PPO) /family for employee and qualified dependents. IVGID provides \$250 for individual or \$500 for family in an HRA account to be used to pay medical, dental and vision costs including deductible and co-pays or employee can allow funds to rollover to the next year.

Prescription coverage – Co-payments are \$10/\$40/\$60 depending on Generic/Preferred/Non-Preferred brand for employee and qualified dependents. Mail service pharmacy available through Medipact, visit medipactdirect.com

Medical: Prominence POS Core 13 with HRA Option - 1

The medical plan is administered by Prominence Health Plans. You have the freedom under this plan to use an In-Network contracted provider or any Out-of-Network provider at the time of service. Using an HMO In-Network provider will result in higher benefit levels.

Prominence POS Core 13			
Benefit	HMO In	PPO In	Out-of-Network
Annual Deductible	\$2,500 Individual \$7,500 Family	\$5,000 Individual \$15,000 Family	\$10,000 Individual \$30,000 Family
Out-of-Pocket Max	\$6,350 individual \$12,700 family	\$6,600 individual \$13,200 family	\$25,000 individual \$50,000 family
Lifetime Max			Unlimited
Office Visit	\$30 Teladoc \$40 copay - PCP \$70 copay – Specialist	\$30 Teladoc \$50 copay - PCP \$75 copay – Specialist	50% after ded
Preventive Care	No charge	No charge	50% after ded
Lab & X-Ray	\$0-\$250 after ded	\$0-40% after ded	50% after ded
Inpatient Hospital	\$2,000 after ded	40% after ded	50% after ded
Emergency Room	\$350 copay	\$350 copay	\$350 copay
Urgent Care	\$50 copay	\$50 copay	50% after ded
Ambulance	\$200 after ded	40% after ded	40% after ded
Prescription Drugs			
Tier 1 - Preventive		\$0 copay	
Tier 2 - Generic		\$25 copay	
Tier 3 - Preferred Brand		\$50 copay	
Tier 4 - Non Preferred Brand		\$75 copay	
Tier 5 - Specialty		20%	
Mail Order Drugs		Preferred Drugs - 90 day supply for 2 copays	
		Non Preferred Drugs - 90 day supply for 3 copays	

- **Prominence** (prominencehealthplan.com)

Option 2- HCB500

Medical coverage – The PPO/HRA (health reimbursement account) has an annual in-network deductible of \$500/ind. or \$1,000/family for employee and qualified dependents. IVGID provides \$250 for individual or \$500 for family in an HRA account to be used to pay medical, dental and vision costs including deductible and co-pays or employee can allow funds to rollover to the next year.

Medical: Prominence PPO Plan with HRA - Option 2

The medical plan is administered by Prominence Health Plans. You have the freedom under this plan to use an In-Network contracted provider or any Out-of-Network provider at the time of service. Using an In-Network provider will result in higher benefit levels. The Health Reimbursement Arrangement (HRA) program is offered alongside the medical plan. These funds may be used toward cost which you may incur under this plan.

Benefit	Prominence PPO \$500 Deductible	
	In-Network	Out-of-Network
HRA Funding Levels	\$250 Individual \$500 Family	
Annual Deductible	\$500 Individual \$1,000 Family	\$1,000 Individual \$2,000 Family
Out-of-Pocket Max	\$3,500 individual \$7,000 family	\$9,000 individual \$18,000 family
Lifetime Max	Unlimited	
Office Visit	\$0 copay - Teladoc \$10 copay - PCP \$20 copay – Specialist	40% after ded
Preventive Care	No charge	40% after ded
Lab & X-Ray	\$0-\$10 copay	40% after ded
Inpatient Hospital	20% after ded	40% after ded
Emergency Room	\$80 copay	\$80 copay
Urgent Care	\$40 copay	\$40 copay
Ambulance	20% after ded	40% after ded
Prescription Drugs		
Tier 1 - Preventive	\$0 copay	
Tier 2 - Generic	\$10 copay	
Tier 3 - Preferred Brand	\$40 copay	
Tier 4 - Non Preferred Brand	\$60 copay	
Tier 5 - Specialty	20%	
Mail Order Drugs	Preferred Drugs - 90 day supply for 2 copays	
	Non Preferred Drugs - 90 day supply for 3 copays	

Available for both plans:

Prominence Care Center – No Cost Preventative Care, Health Coaches, Onsite Lab, Minor illnesses/injuries & Comprehensive Assessments. Reno 775-299-4649 Or Carson 775-546-2180

Full Time/Year Round eligible benefits

<u>Position Title</u>	<u>Division/Location</u>
General Manager	Administration
Director of Administrative Services	Administration
Districtwide Communications Coordinator	Administration
District Clerk	Administration
Event Coordinator	Catering/Events
Facilities Operations Lead	Catering/Events
Sales & Events Coordinator	Catering/Events
Ski Resort General Manager	Diamond Peak
Mountain Operations Manager	Diamond Peak
Receptionist/Sr Administrative Clerk	Diamond Peak
Lift Technician	Diamond Peak
Lift Maintenance Technician	Diamond Peak
Assistant Lift Manager	Diamond Peak
Lift Operations Manager	Diamond Peak
Slope Maintenance Manager	Diamond Peak
Assistant Manager - Slope Maintenance	Diamond Peak
Base Operations Manager	Diamond Peak
Marketing Manager	Diamond Peak/Golf
Marketing Coordinator	Diamond Peak/Golf
Food & Beverage Director	F&B
Assistant F&B Manager	F&B
Executive Chef	F&B
Sous Chef	F&B
Banquet Chef	F&B
Director of Finance	Finance
Accountant	Finance
Senior Accountant	Finance
Accounts Payable Technician	Finance
Director of Golf Ops/Community Services	Golf
1st Assistant - Championship Course	Golf
Sr Head Golf Professional	Golf
District Merchandiser	Golf
Grounds Superintendent - Golf Courses	Golf
Asst Superintendent - Champ Course	Golf
Maintenance Crew Foreman	Golf
Asst Superintendent - Mountain Course	Golf
Director of Human Resources	Human Resources
Talent Acquisition Specialist	Human Resources
Sr HR Analyst/Risk Management	Human Resources
Receptionist/Sr Administrative Clerk	Human Resources
Payroll/Benefits Coordinator	Human Resources
HR/Payroll Generalist	Human Resources
Safety Specialist	Human Resources
Senior IT Analyst	Information Technology
Director of Info Systems & Technology	Information Technology

Software Specialist	Information Technology
IT Network Administrator	Information Technology
IT Technician	Information Technology
Park Superintendent	Parks & Recreation
Parks Supervisor	Parks & Recreation
Parks Crew Supervisor	Parks & Recreation
Recreation Center Manager	Parks & Recreation
Rec Coordinator - Fitness, Health & Wellness	Parks & Recreation
Rec Supervisor - Aquatics	Parks & Recreation
Rec Supervisor - Seniors	Parks & Recreation
Rec Supervisor - Sports & Community Programming	Parks & Recreation
Parks & Rec Clerk I	Parks & Recreation
Senior Parks & Rec Clerk	Parks & Recreation
Parks & Rec Clerk II	Parks & Recreation
Aquatics Assistant	Parks & Recreation
Recreation Administration Specialist	Parks & Recreation
Director of Public Works	Public Works
Utilities Superintendent	Public Works
PW Administrative Supervisor	Public Works
PW Administrative Manager	Public Works
Customer Service Rep I	Public Works
Customer Service Rep II	Public Works
Utilities Asset Management Technician	Public Works
Utilities Maintenance Specialist	Public Works
Public Works Maintenance I	Public Works
Collection/Distribution Supervisor	Public Works
Collection/Distribution Operator In Training	Public Works
Collection/Distribution Operator I	Public Works
Collection/Distribution Operator II	Public Works
Collection/Distribution Operator III	Public Works
Collection/Distribution Operator III/Asst Supervisor	Public Works
Compliance Supervisor/Chief Inspector	Public Works
Inspector I	Public Works
Inspector II	Public Works
Senior Inspector	Public Works
Senior Electrician/Instrumentation Technician	Public Works
Electrician/Instrumentation Technician	Public Works
Meter Technician II	Public Works
SCADA Electrician/Instrumentation Technician	Public Works
Water/Wastewater Operator In Training	Public Works
Water/Wastewater Operator I	Public Works
Water/Wastewater Operator II	Public Works
Water/Wastewater Operator III	Public Works
Chief Chemist	Public Works
Lab Analyst I	Public Works
Lab Analyst II	Public Works
Water/Wastewater Supervisor	Public Works

Asst Water/Wastewater Spvsr - WasteWater Lead	Public Works
Asst Water/Wastewater Spvsr - Water Lead	Public Works
Resource Conservationist	Public Works
Public Works Program Coordinator I	Public Works
Public Works Program Coordinator II	Public Works
Public Works Technician	Public Works
Fleet Superintendent	Public Works
Mechanic I	Public Works
Mechanic II	Public Works
Engineering Manager	Public Works
Principal Engineer	Public Works
Associate Engineer	Public Works
District Project Manager	Public Works
PW Contract Manager	Public Works
Buildings Superintendent	Public Works
Assistant Buildings Superintendent	Public Works
Buildings Maintenance I	Public Works
Buildings Maintenance II	Public Works
Buildings Maintenance III - Electrical	Public Works
Buildings Maintenance III - Carpenter	Public Works
Revenue Manager	Revenue/Finance
Revenue Office Supervisor	Revenue/Finance
Revenue Office Technician	Revenue/Finance
Revenue Safe Clerk	Revenue/Finance

Seasonal Manager Eligible Benefits

<u>Position Title</u>	<u>Division/Location</u>
Director of Skier Services	Diamond Peak
Assistant Director of Skier Services	Diamond Peak
Rental Shop Manager	Diamond Peak
Ski Patrol Director/Safety Coordinator	Diamond Peak
Asst Golf Pro/Tournament Coord	Golf

**SUMMARY OF BENEFITS
PROMINENCE PREFERRED HEALTH INSURANCE
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID PPO RX – 10/40/60

This disclosure statement provides only a brief description of some important features and limitations of your policy. The Certificate of Coverage (COC) sets forth in detail the rights and obligations of both you and the insurance company. It is important you review the COC once you are enrolled.

If you have questions about this summary of benefits (SOB), please call Prominence Health Plan Customer Service at 800-863-7515 or TTY Operator Assistance at 800-326-6868. Our website, www.prominencehealthplan.com, also serves as an important resource and includes information about provider directories, urgent care and emergency care locations and more

**CALENDAR YEAR DEDUCTIBLE (CYD)
ANNUAL OUT-OF-POCKET MAXIMUMS (OOPM)**

CALENDAR YEAR DEDUCTIBLE	IN-NETWORK¹: Member pays \$500 single; \$1,000 family OUT-OF-NETWORK^{1a}: Member pays \$1,000 single; \$2,000 family
A deductible is a set amount of covered charges occurring each calendar year which must be paid by the member before benefits are payable under this plan. Copays do not count towards the deductible.	
ANNUAL OUT-OF-POCKET MAXIMUM	IN-NETWORK¹: Member pays \$3,500 single; \$7,000 family OUT-OF-NETWORK^{1a}: Member pays \$9,000 single; \$18,000 family
Deductibles, coinsurance and copays all accrue toward the out-of-pocket maximum (OOPM). Use of the emergency room for non-emergency conditions cannot be used to satisfy the OOPM. NOTE: The out-of-pocket maximums do not apply to or include: <ul style="list-style-type: none"> • expenses which are not covered by the Plan, for any reason; • expenses in excess of Usual and Customary; and • expenses which become the Covered Person’s responsibility for failure to comply with the requirements of the Utilization Management Program. 	
COINSURANCE	IN-NETWORK¹: 20% coinsurance OUT-OF-NETWORK^{1a}: 40% coinsurance

¹ When travelling or living outside the Prominence UHN service areas, you are eligible to receive medical care by a Cigna PPO Network Provider under your In-Network benefits. To find a Cigna Provider, please visit www.myCigna.com ^{1a} Members who obtain covered benefits from non-plan provider will be responsible for all charges in excess of the Usual and Customary Rate (UCR) charge and you could be responsible for all expenses over and above the UCR. Those charges in excess of the UCR will not be applied to the out-of-pocket maximum. UCR services mean the maximum amount the plan will pay for a covered service.

**SUMMARY OF BENEFITS
PROMINENCE PREFERRED HEALTH INSURANCE
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID PPO RX – 10/40/60

SUMMARY OF BENEFITS - COPAYS

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK <small>1a</small>
Provider Office Visits <ul style="list-style-type: none"> • Primary care provider (PCP) office & telemedicine visit • Specialist office & telemedicine visit <i>Charges in addition to the office visit copay may include</i> <ul style="list-style-type: none"> • In-office surgical procedure • In-office injectable (excluding specialty drugs) <i>There may be additional charges for other services in the provider's office. See this summary of benefits for details.</i>	\$10 copay \$20 copay CYD/20% coinsurance 20% coinsurance	CYD/40% coinsurance CYD/40% coinsurance CYD/40% coinsurance CYD/20% coinsurance
Care Centers <ul style="list-style-type: none"> • Office Visit • Labs • Prescriptions 	\$0 copay \$0 copay \$0 copay	Not applicable Not applicable Not applicable
Teladoc telemedicine <ul style="list-style-type: none"> • Primary care • Mental Health 	\$0 copay \$0 copay	Not applicable Not applicable
Alternative Medicine Homeopathy, acupuncture and integrated medicine. \$1,500 maximum per calendar year.	\$20 copay	CYD/40% coinsurance
Ambulance Services – Medically necessary only <ul style="list-style-type: none"> • Air Ambulance • Ground Ambulance 	CYD/20% coinsurance CYD/20% coinsurance	
Durable Medical Equipment – Rental or purchase Covered when medically necessary, authorized by Prominence Preferred and in accordance with Medicare DME guidelines. Limited to one purchase, repair or replacement of a specific item of DME every 3 years from date of service.	CYD/20% coinsurance	CYD/40% coinsurance
Emergency Care – Includes surgeon and physician charges The copay is waived when the member is admitted as an inpatient directly from the emergency room. If you receive services from an out-of-network emergency care provider, you will be responsible for all expenses over and above the usual and customary rate.	\$80 copay	

**SUMMARY OF BENEFITS
PROMINENCE PREFERRED HEALTH INSURANCE
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID PPO RX – 10/40/60

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK ^{1a}
Urgent Care	\$40 copay	CYD/40% coinsurance
Hearing Aids Covered once every 3 years	CYD/20% coinsurance	CYD/40% coinsurance
Home Health Care	CYD/20% coinsurance	CYD/40% coinsurance
Hospice Care	CYD/20% coinsurance	CYD/40% coinsurance
Hospital/Outpatient/Ambulatory Services Ambulatory and day-surgery series performed in a hospital or other facility. <ul style="list-style-type: none"> • Inpatient • Outpatient surgery • Observation – No additional copay if transferred from outpatient surgery • Inpatient skilled nursing – Up to 100 days per calendar year • Acute rehabilitation – Up to 60 visits per condition per member per calendar year 	CYD/20% coinsurance \$250 copay CYD/20% coinsurance CYD/20% coinsurance CYD/20% coinsurance	CYD/40% coinsurance CYD/40% coinsurance CYD/40% coinsurance CYD/40% coinsurance CYD/40% coinsurance
Infusion Therapy <ul style="list-style-type: none"> • Performed and billed by a physician’s office or free-standing facility • Performed and billed by a hospital outpatient facility • In-network Provider-administered specialty infusions 	\$20 copay \$250 copay 20% coinsurance	CYD/40% coinsurance CYD/40% coinsurance Not applicable
Oncology Infusion Select oncology treatments are provided at \$0 copay to the member if administered in a physician’s office or at a free-standing facility. For a complete list of covered services, visit www.prominencehealthplan.com/selectoncologyinfusion <ul style="list-style-type: none"> • Performed and billed by a physician’s office or free-standing facility • Performed and billed by a hospital outpatient facility 	\$0 copay \$250 copay	CYD/40% coinsurance CYD/40% coinsurance
Kidney Dialysis Services	CYD/20% coinsurance	CYD/40% coinsurance

**SUMMARY OF BENEFITS
PROMINENCE PREFERRED HEALTH INSURANCE
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID PPO RX – 10/40/60

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK ^{1a}
Laboratory	\$0 copay	CYD/40% coinsurance
Pathology	\$0 copay	CYD/40% coinsurance
Mastectomy Reconstructive Services <ul style="list-style-type: none"> • Inpatient surgery • Outpatient surgery 	CYD/20% coinsurance \$250 copay	CYD/40% coinsurance CYD/40% coinsurance
Maternity <ul style="list-style-type: none"> • Physician: Prenatal care and delivery • Delivery room and well-baby hospital care • Ancillary maternity charges – Including but not limited to fetal non-stress tests and amniocentesis 	CYD/20% coinsurance CYD/20% coinsurance CYD/20% coinsurance	CYD/40% coinsurance CYD/40% coinsurance CYD/40% coinsurance
Medical Nutrition Therapy Counseling Up to 25 visits per calendar year	\$20 copay	CYD/40% coinsurance
Mental Health Services – Severe Mental Illness <ul style="list-style-type: none"> • Inpatient • Day treatment program/Outpatient • Outpatient office & telemedicine visit 	CYD/20% coinsurance \$250 copay \$10 copay	CYD/40% coinsurance CYD/40% coinsurance CYD/40% coinsurance
Mental Health Services – General Mental Health <ul style="list-style-type: none"> • Teladoc mental health services • Outpatient office & telemedicine visit 	\$0 copay \$10 copay	Not applicable CYD/40% coinsurance
Alcohol and Drug Abuse Services <ul style="list-style-type: none"> • Inpatient withdrawal/rehabilitation • Outpatient rehabilitation/day treatment • Outpatient office & telemedicine visit 	CYD/20% coinsurance \$250 copay \$10 copay	CYD/40% coinsurance CYD/40% coinsurance CYD/40% coinsurance
Bariatric Surgery Includes inpatient or outpatient series. One procedure per lifetime.	CYD/20% coinsurance	CYD/40% coinsurance
Nutritional Supplements Enteral therapy and parenteral nutrition. Maximum 120 days supply for special food products.	CYD/20% coinsurance	CYD/40% coinsurance
Organ Transplants	CYD/20% coinsurance	CYD/40% coinsurance
Ostomy Supplies	CYD/20% coinsurance	CYD/40% coinsurance

**SUMMARY OF BENEFITS
PROMINENCE PREFERRED HEALTH INSURANCE
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID PPO RX – 10/40/60

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK <small>1a</small>
<p>Preventive Services ² For a complete list of covered services, visit http://doi.nv.gov/Healthcare-Reform/Individuals-Families/Preventative-Care/</p> <ul style="list-style-type: none"> • Colorectal cancer screening, colonoscopy, sigmoidoscopy, or fecal occult blood test • Mammograms - baseline and annual (including 3D and breast ultrasound) • Pap and pelvic exams • Periodic health assessments for hearing and vision for ages 19 and under • BRCA genetic counseling and testing services • Prostate screenings • Well baby and child visits, immunizations/ vaccinations for children through age 17 • Preventive sterilization • Preventive services related to infants, children, and adolescents for evidence informed preventive care and screenings 	<p>No Charge</p> <p>No Charge</p> <p>No Charge</p> <p>No Charge</p> <p>No Charge</p> <p>No Charge</p> <p>No Charge</p> <p>No Charge</p> <p>No Charge</p>	<p>CYD/40% coinsurance</p> <p>CYD/40% coinsurance</p> <p>CYD/40% coinsurance</p> <p>CYD/40% coinsurance</p> <p>CYD/40% coinsurance</p> <p>CYD/40% coinsurance</p> <p>CYD/40% coinsurance</p> <p>CYD/40% coinsurance</p>
<p>Prosthetics and Orthotics</p> <ul style="list-style-type: none"> • Prosthetics and Orthotics – Foot orthotics up to one pair per calendar year • Dental/oral orthotic appliances – TMJ and /or sleep apnea up to one appliance per calendar year 	<p>CYD/20% coinsurance</p> <p>CYD/20% coinsurance</p>	<p>CYD/40% coinsurance</p> <p>CYD/40% coinsurance</p>
<p>Radiation Oncology Therapy</p> <ul style="list-style-type: none"> • Specialist office visit • Hospital outpatient therapy facility fee 	<p>\$20 copay</p> <p>CYD/20% coinsurance</p>	<p>CYD/40% coinsurance</p> <p>CYD/40% coinsurance</p>
<p>Radiology and Diagnostic Services Some invasive diagnostic procedures are treated as outpatient hospital visits</p> <ul style="list-style-type: none"> • Routine X-ray and Routine Diagnostic Tests • CT Scan and MRI • Imaging and Complex Diagnostic Testing 	<p>\$10 copay</p> <p>\$250 copay</p> <p>\$250 copay</p>	<p>CYD/40% coinsurance</p> <p>CYD/40% coinsurance</p> <p>CYD/40% coinsurance</p>
<p>Spinal Manipulation Includes all covered services related to the spinal manipulation.</p>	<p>\$20 copay</p>	<p>CYD/40% coinsurance</p>

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PROMINENCE PREFERRED HEALTH INSURANCE
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PROMINENCE IVGID PPO RX – 10/40/60

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK ^{1a}
Temporomandibular Joint Dysfunction <ul style="list-style-type: none"> • TMJ surgery – inpatient hospital • TMJ non-surgical outpatient office visit 	CYD/20% coinsurance \$20 copay	CYD/40% coinsurance CYD/40% coinsurance
Therapies <ul style="list-style-type: none"> • Physical, occupational and speech – Limited to 120 visits per calendar year for all three therapy types combined. • Autism spectrum disorder – Up to 750 hours per member per calendar year 	\$20 copay \$20 copay	CYD/40% coinsurance CYD/40% coinsurance

¹ When travelling or living outside the Prominence UHN service areas, you are eligible to receive the following medical care by a Cigna PPO Network Provider. To find a Cigna Provider, please visit www.myCigna.com ^{1a} Members who obtain covered benefits from non-plan provider will be responsible for all charges in excess of the Usual and Customary Rate (UCR) charge and you could be responsible for all expenses over and above the UCR. Those charges in excess of the UCR will not be applied to the out-of-pocket maximum. UCR services mean the maximum amount the plan will pay for a covered service.

² Some services listed may be billed as diagnostic procedures, not preventive/screening procedures, which could require a member to pay the share of cost as listed under “Radiology and Diagnostic Services”. Diagnostic procedures are usually conducted when a member has already been diagnosed with an illness or disease, or a member is receiving follow-up treatment for an existing medical condition. In addition, a member share of cost might be incurred if additional procedures that are not listed on the “Preventive Services” list are conducted concurrently to the preventive service.

**SUMMARY OF BENEFITS
PROMINENCE PREFERRED HEALTH INSURANCE
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PROMINENCE IVGID PPO RX – 10/40/60

PRESCRIPTION DRUG COVERAGE

Visit www.ProminenceHealthPlan.com to obtain updated information regarding the Formulary list, covered and non-covered drugs, and a list of participating pharmacies along with helpful information about generic equivalent drugs.

For more information about your pharmacy benefit, contact Prominence Pharmacy Help Desk at 844-282-5339.

IN-NETWORK PHARMACY	Your Out-of-Pocket Expense RETAIL	Your Out-of-Pocket Expense MAIL ORDER
Tier 0 Essential Health Benefits (includes certain vaccines, contraceptives, smoking cessation medications and more)	No Charge	No Charge
Tier 1 Generic	\$10 copay	\$20 copay
Tier 2 Preferred brand	\$40 copay	\$80 copay
Tier 3 Non-preferred brand	\$60 copay	\$180 copay
Tier 4 Specialty drugs	20% coinsurance	Not available
Diabetic supplies obtainable from a pharmacy (including needles, syringes, test strips, lancets and alcohol swabs available at retail or mail order.		

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PROMINENCE IVGID PPO RX – 10/40/60

Prior authorization

Prior authorization is the standard process of receiving approval for certain procedures and medical services to ensure that the requested medical care is appropriate and necessary. Not all services require a prior authorization from Prominence Health Plan. Your PCP (or specialist) obtains this on your behalf. For a complete list of services that require prior authorization, please visit the member portal on www.ProminenceHealthPlan.com or call 800-863-7515 to confirm if prior authorization has been obtained, if required.

Managing your care with a primary care provider (PCP)

As a Prominence Health Plan PPO member, you can choose from a comprehensive network of providers and services, from primary care providers (PCP), specialists, urgent care clinics, imaging centers, laboratories and more. We encourage you to establish a relationship with your PCP, who can help manage your care and ensure timely receipt of recommended preventive care that may be appropriate. It is always good practice to check with your PCP before seeking care from a specialist. Your PCP can help determine if specialty care (i.e., cardiology, gastroenterology, neurology, etc.) is needed.

Access to pediatricians

For children, you may designate a pediatrician as the primary care provider.

Access to OB/GYN physicians

You do not need prior authorization from Prominence Preferred Health Insurance or from any other person (including a PCP) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact Prominence Health Plan Customer Service.

Rescissions

Prominence Preferred Health Insurance will not rescind coverage once a member is enrolled unless the individual (or a person seeking coverage on behalf of the individual) performs an intentional act, practice or omission that constitutes fraud, or unless the individual makes an intentional material misrepresentation of fact, as prohibited by the terms of the Certificate of Coverage. Prominence Preferred Health Insurance will provide at least 60 days advance written notice to each participant who would be affected before coverage will be rescinded.

Emergency Services are provided as follows:

- a. Without prior authorization requirement, even for out-of-network services;
- b. Without regard to whether the provider of the services is in-network;
- c. If the services are out-of-network, without any administrative requirements or coverage limitations that are more restrictive than those imposed on in-network services; and
- d. Without regard to any other term or condition of the coverage other than: (1) the exclusion of or coordination of benefits; (2) an affiliation or waiting period permitted under ERISA, the PHSA, or the Internal Revenue Code; or (3) applicable cost sharing.
- e. Emergency care services performed by non-network physicians or providers will be reimbursed at the Usual and Customary Rate or at an agreed upon rate.

Language Translation Services

This information is available for free in other languages. Please call Customer Service at 800-863-7515 (TTY: 711) for more information.

**SUMMARY OF BENEFITS
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PROMINENCE IVGID PPO RX – 10/40/60

Servicios de traducción de idiomas

Esta información está disponible gratuitamente en otros idiomas. Por favor llame al departamento de servicio de miembros al 800-863-7515 (TTY: 711) para más información.

Notice of Privacy Practices

Member privacy and security are important to Prominence Health Plan. For comprehensive information about how we protect our personal health information (PHI) and how it may be disclosed, refer to the Certificate of Coverage (COC). Once a registered user, you can access the COC within the secure member portal at www.ProminenceMember.com or you can call Customer Service and a copy can be mailed to you.

**SUMMARY OF BENEFITS
 PROMINENCE HEALTHFIRST
 LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID POS RX – 25/50/75

This disclosure statement provides only a brief description of some important features and limitations of your policy. The Evidence of Coverage (EOC) sets forth in detail the rights and obligations of both you and the insurance company. It is important you review the EOC once you are enrolled.

If you have questions about this summary of benefits (SOB), please call Prominence Health Plan Customer Service at 800-863-7515 or TTY Operator Assistance at 800-326-6868. Our website, www.prominencehealthplan.com, also serves as an important resource and includes information about provider directories, urgent care and emergency care locations and more.

ANNUAL OUT-OF-POCKET MAXIMUMS (OOPM)

All PPO in-network and non-PPO out-of-network maximums are combined. Deductibles, coinsurance and copays all accrue toward the out-of-pocket maximum (OOPM). Use of the emergency room for non-emergency conditions cannot be used to satisfy the OOPM. NOTE: The out-of-pocket maximums do not apply to or include:

- expenses which are not covered by the Plan, for any reason;
- expenses in excess of Usual and Customary; and
- expenses which become the Covered Person’s responsibility for failure to comply with the requirements of the Utilization Management Program.

HMO IN-NETWORK	Member pays \$6,350 single; \$12,700 family
PPO IN-NETWORK¹	Member pays \$6,600 single; \$13,200 family
PPO OUT-OF-NETWORK^{1a}	Member pays \$25,000 single; \$50,000 family

Your out-of-pocket expenses for HMO (Tier 1) accumulate toward both your HMO (Tier 1) and PPO in-network (Tier 2) out-of-pocket maximums. Your out-of-pocket expenses for PPO in-network (Tier 2) accumulate toward your PPO in-network (Tier 2) and HMO (Tier 1) calendar year out-of-pocket maximums. In no event will your out-of-pocket expenses for HMO (Tier 1) and PPO in-network (Tier 2) exceed your PPO In-Network (Tier 2) out-of-pocket maximums.

¹ When travelling or living outside the Prominence UHN service areas, you are eligible to receive medical care by a Cigna PPO Network Provider under your In-Network benefits. To find a Cigna Provider, please visit www.myCigna.com ^{1a} Members who obtain covered benefits from non-plan provider will be responsible for all charges in excess of the Usual and Customary Rate (UCR) charge and you could be responsible for all expenses over and above the UCR. Those charges in excess of the UCR will not be applied to the out-of-pocket maximum. UCR services mean the maximum amount the plan will pay for a covered service.

**SUMMARY OF BENEFITS
PROMINENCE HEALTHFIRST
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID POS RX – 25/50/75

SUMMARY OF BENEFITS - COPAYS

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE HMO IN-NETWORK	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK^{1a}
CALENDAR YEAR DEDUCTIBLE A deductible is a set amount of covered charges occurring each calendar year which must be paid by the member before benefits are payable under this plan. Copays do not count towards the deductible.	\$2,500 single; \$7,500 family	\$5,000 single; \$15,000 family	\$10,000 single; \$30,000 family
COINSURANCE	Not Applicable	30% coinsurance	50% coinsurance
Provider Office Visits <ul style="list-style-type: none"> • wellPORTAL primary care • Primary care provider (PCP) office & telemedicine visit • Specialist office & telemedicine visit <i>Charges in addition to the office visit copay may include</i> <ul style="list-style-type: none"> • In-office surgical procedure • In-office injectable (excluding specialty drugs) <i>There may be additional charges for other services in the provider's office. See this summary of benefits for details.</i>	Not applicable \$40 copay \$70 copay \$750 copay 20% coinsurance	Not applicable \$50 copay \$75 copay CYD/30% coinsurance 20% coinsurance	Not applicable CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance

**SUMMARY OF BENEFITS
PROMINENCE HEALTHFIRST
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID POS RX – 25/50/75

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE HMO IN-NETWORK	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK ^{1a}
Care Centers <ul style="list-style-type: none"> Office Visit Labs Prescriptions 	\$0 copay \$0 copay \$0 copay	\$0 copay \$0 copay \$0 copay	Not applicable Not applicable Not applicable
Teladoc telemedicine <ul style="list-style-type: none"> Primary Care Mental Health 	\$0 copay \$0 copay	\$0 copay \$0 copay	Not applicable Not applicable
Alternative Medicine Homeopathy, acupuncture and integrated medicine. \$1,500 maximum per calendar year.	\$70 copay	\$75 copay	CYD/50% coinsurance
Ambulance Services – Medically necessary only <ul style="list-style-type: none"> Air Ambulance Ground Ambulance 	CYD/\$200 copay CYD/\$200 copay		
Durable Medical Equipment – Rental or purchase Covered when medically necessary, authorized by Prominence Preferred and in accordance with Medicare DME guidelines. Limited to one purchase, repair or replacement of a specific item of DME every 3 years from date of service. <ul style="list-style-type: none"> Rental Items approved for purchase 	CYD/\$50 copay CYD/\$100 copay	CYD/30% coinsurance CYD/30% coinsurance	CYD/50% coinsurance CYD/50% coinsurance

**SUMMARY OF BENEFITS
PROMINENCE HEALTHFIRST
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PROMINENCE IVGID POS RX – 25/50/75

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE HMO IN-NETWORK	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK ^{1a}
Emergency Care – Includes surgeon and physician charges The copay is waived when the member is admitted as an inpatient directly from the emergency room. If you receive services from an out-of-network emergency care provider, you will be responsible for all expenses over and above the usual and customary rate.	\$350 copay		
Urgent Care	\$50 copay	\$50 copay	CYD/50% coinsurance
Hearing Aids Covered once every 3 years	\$1,000 copay	CYD/30% coinsurance	CYD/50% coinsurance
Home Health Care	\$40 copay	CYD/30% coinsurance	CYD/50% coinsurance
Hospice Care	\$0 copay per visit	CYD/30% coinsurance	CYD/50% coinsurance
Hospital/Outpatient/Ambulatory Services Ambulatory and day-surgery series performed in a hospital or other facility. <ul style="list-style-type: none"> • Inpatient • Outpatient surgery • Observation – No additional copay if transferred from outpatient surgery • Inpatient skilled nursing – Up to 100 days per calendar year • Acute rehabilitation – Up to 60 visits per condition per member per calendar year 	CYD/\$2,000 copay \$750 copay \$750 copay CYD/\$2,000 copay CYD/\$2,000 copay	CYD/30% coinsurance CYD/30% coinsurance CYD/30% coinsurance CYD/30% coinsurance CYD/30% coinsurance	CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance

**SUMMARY OF BENEFITS
PROMINENCE HEALTHFIRST
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID POS RX – 25/50/75

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE HMO IN-NETWORK	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK ^{1a}
Infusion Therapy <ul style="list-style-type: none"> Performed and billed by a physician’s office or free-standing facility Performed and billed by a hospital outpatient facility Provider-administered specialty infusions 	\$70 copay \$750 copay 20% coinsurance	\$75 copay CYD/30% coinsurance 20% coinsurance	CYD/50% coinsurance CYD/50% coinsurance 20% coinsurance
Oncology Infusion Select oncology treatments are provided at \$0 copay to the member if administered in a physician’s office or at a free-standing facility. For a complete list of covered services, visit www.prominencehealthplan.com/selectoncologyinfusion <ul style="list-style-type: none"> Performed and billed by a physician’s office or free-standing facility Performed and billed by a hospital outpatient facility 	 \$0 copay CYD/20% coinsurance	 \$0 copay CYD/30% coinsurance	 CYD/50% coinsurance CYD/50% coinsurance
Kidney Dialysis Services	\$70 copay	CYD/30% coinsurance	CYD/50% coinsurance
Laboratory	\$0 copay	\$0 copay	CYD/50% coinsurance
Pathology	\$0 copay	\$0 copay	CYD/50% coinsurance
Mastectomy Reconstructive Services <ul style="list-style-type: none"> Inpatient surgery Outpatient surgery 	CYD/\$2,000 copay \$750 copay	CYD/30% coinsurance CYD/30% coinsurance	CYD/50% coinsurance CYD/50% coinsurance

**SUMMARY OF BENEFITS
PROMINENCE HEALTHFIRST
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PROMINENCE IVGID POS RX – 25/50/75

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE HMO IN-NETWORK	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK ^{1a}
Maternity <ul style="list-style-type: none"> Physician: Prenatal care and delivery Delivery room and well-baby hospital care Ancillary maternity charges – Including but not limited to fetal non-stress tests and amniocentesis 	\$200 copay per delivery CYD/\$2,000 copay \$40 copay	\$200 copay per delivery CYD/30% coinsurance \$50 copay	CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance
Medical Nutrition Therapy Counseling Up to 25 visits per calendar year	\$40 copay	\$50 copay	CYD/50% coinsurance
Mental Health Services – Severe Mental Illness <ul style="list-style-type: none"> Inpatient Day treatment program/Outpatient Outpatient office & telemedicine visit 	CYD/\$2,000 copay \$750 copay \$40 copay	CYD/30% coinsurance CYD/30% coinsurance \$50 copay	CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance
Mental Health Services – General Mental Health <ul style="list-style-type: none"> Teladoc mental health services Outpatient office & telemedicine visit 	\$0 copay \$40 copay	Not applicable \$50 copay	Not applicable CYD/50% coinsurance
Alcohol and Drug Abuse Services <ul style="list-style-type: none"> Inpatient withdrawal/rehabilitation Outpatient rehabilitation/day treatment Outpatient office & telemedicine visit 	CYD/\$2,000 copay \$750 copay \$40 copay	CYD/30% coinsurance CYD/30% coinsurance \$50 copay	CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance
Bariatric Surgery Includes inpatient or outpatient series. One procedure per lifetime.	CYD/\$2,000 copay	CYD/30% coinsurance	CYD/50% coinsurance
Nutritional Supplements Enteral therapy and parenteral nutrition. Maximum 120 days supply for special food products.	\$20 copay	CYD/30% coinsurance	CYD/50% coinsurance

**SUMMARY OF BENEFITS
PROMINENCE HEALTHFIRST
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID POS RX – 25/50/75

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE HMO IN-NETWORK	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK ^{1a}
Organ Transplants	CYD/\$2,000 copay	CYD/30% coinsurance	CYD/50% coinsurance
Ostomy Supplies	\$40 copay	CYD/30% coinsurance	CYD/50% coinsurance
Preventive Services² For a complete list of covered services, visit http://doi.nv.gov/Healthcare-Reform/Individuals-Families/Preventative-Care/ <ul style="list-style-type: none"> • Colorectal cancer screening, colonoscopy, sigmoidoscopy, or fecal occult blood test • Mammograms - baseline and annual (including 3D and breast ultrasound) • Pap and pelvic exams • Periodic health assessments for hearing and vision for ages 19 and under • BRCA genetic counseling and testing services • Prostate screenings • Well baby and child visits, immunizations/ vaccinations for children through age 17 • Preventive sterilization • Preventive services related to infants, children, and adolescents for evidence informed preventive care and screenings 	No Charge No Charge No Charge No Charge No Charge No Charge No Charge No Charge	No Charge No Charge No Charge No Charge No Charge No Charge No Charge No Charge	CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance CYD/50% coinsurance

**SUMMARY OF BENEFITS
PROMINENCE HEALTHFIRST
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID POS RX – 25/50/75

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE HMO IN-NETWORK	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK ^{1a}
Prosthetics and Orthotics <ul style="list-style-type: none"> Prosthetics and Orthotics – Foot orthotics up to one pair per calendar year Dental/oral orthotic appliances – TMJ and /or sleep apnea up to one appliance per calendar year 	CYD/\$100 copay CYD/\$100 copay	CYD/30% coinsurance CYD/30% coinsurance	CYD/50% coinsurance CYD/50% coinsurance
Radiation Oncology Therapy <ul style="list-style-type: none"> Specialist office visit Hospital outpatient therapy facility fee 	\$70 copay \$750 copay	\$75 copay CYD/30% coinsurance	CYD/50% coinsurance CYD/50% coinsurance
Radiology and Diagnostic Services Some invasive diagnostic procedures are treated as outpatient hospital visits <ul style="list-style-type: none"> Routine X-ray and Routine Diagnostic Tests CT Scan and MRI Imaging and Complex Diagnostic Testing 	\$50 copay \$100 copay \$100 copay	30% coinsurance 30% coinsurance 30% coinsurance	50% coinsurance 50% coinsurance 50% coinsurance
Spinal Manipulation Includes all covered services related to the spinal manipulation.	\$70 copay	\$75 copay	CYD/50% coinsurance
Temporomandibular Joint Dysfunction <ul style="list-style-type: none"> TMJ surgery – inpatient hospital TMJ non-surgical outpatient office visit 	CYD/\$2,000 copay \$70 copay	CYD/30% coinsurance \$75 copay	CYD/50% coinsurance CYD/50% coinsurance

**SUMMARY OF BENEFITS
PROMINENCE HEALTHFIRST
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID POS RX – 25/50/75

TYPE OF SERVICE	YOUR OUT-OF-POCKET EXPENSE HMO IN-NETWORK	YOUR OUT-OF-POCKET EXPENSE PPO IN-NETWORK ¹	YOUR OUT-OF-POCKET EXPENSE PPO OUT-OF-NETWORK ^{1a}
Therapies <ul style="list-style-type: none"> • Physical, occupational and speech – Limited to 120 visits per calendar year for all three therapy types combined. • Autism spectrum disorder – Up to 750 hours per calendar year 	\$70 copay	\$75 copay	CYD/50% coinsurance
	\$70 copay	\$75 copay	CYD/50% coinsurance

¹ When travelling or living outside the Prominence UHN service areas, you are eligible to receive medical care by a Cigna PPO Network Provider under your In-Network benefits. To find a Cigna Provider, please visit www.myCigna.com ^{1a} Members who obtain covered benefits from non-plan provider will be responsible for all charges in excess of the Usual and Customary Rate (UCR) charge and you could be responsible for all expenses over and above the UCR. Those charges in excess of the UCR will not be applied to the out-of-pocket maximum. UCR services mean the maximum amount the plan will pay for a covered service.

² Some services listed may be billed as diagnostic procedures, not preventive/screening procedures, which could require a member to pay the share of cost as listed under “Radiology and Diagnostic Services”. Diagnostic procedures are usually conducted when a member has already been diagnosed with an illness or disease, or a member is receiving follow-up treatment for an existing medical condition. In addition, a member share of cost might be incurred if additional procedures that are not listed on the “Preventive Services” list are conducted concurrently to the preventive service.

**SUMMARY OF BENEFITS
 PROMINENCE HEALTHFIRST
 LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID POS RX – 25/50/75

PRESCRIPTION DRUG COVERAGE

Visit www.ProminenceHealthPlan.com to obtain updated information regarding the Formulary list, covered and non-covered drugs, and a list of participating pharmacies along with helpful information about generic equivalent drugs.

For more information about your pharmacy benefit, contact Prominence Pharmacy Help Desk at 844-282-5339.

IN-NETWORK PHARMACY	Your Out-of-Pocket Expense RETAIL	Your Out-of-Pocket Expense MAIL ORDER
Tier 0 Essential Health Benefits Includes certain vaccines, contraceptives, smoking cessation medications and more	No Charge	No Charge
Tier 1 Generic	\$25 copay	\$50 copay
Tier 2 Preferred brand	\$50 copay	\$100 copay
Tier 3 Non-preferred brand	\$75 copay	\$225 copay
Tier 4 Specialty drugs	20% coinsurance	Not available
Diabetic supplies obtainable from a pharmacy (including needles, syringes, test strips, lancets and alcohol swabs available at retail or mail order.		

**SUMMARY OF BENEFITS
PROMINENCE HEALTHFIRST
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID POS RX – 25/50/75

Prior authorization

Prior authorization is the standard process of receiving approval for certain procedures and medical services to ensure that the requested medical care is appropriate and necessary. Not all services require a prior authorization from Prominence Health Plan. Your PCP (or specialist) obtains this on your behalf. For a complete list of services that require prior authorization, please visit the member portal on www.ProminenceHealthPlan.com or call 800-863-7515 to confirm if prior authorization has been obtained, if required.

Managing your care with a primary care provider (PCP)

As a Prominence Health Plan HMO member, you can choose from a comprehensive network of providers and services, from primary care providers (PCP), specialists, urgent care clinics, imaging centers, laboratories and more. We encourage you to establish a relationship with your PCP, who can help manage your care and ensure timely receipt of recommended preventive care that may be appropriate. It is always good practice to check with your PCP before seeking care from a specialist. Your PCP can help determine if specialty care (i.e., cardiology, gastroenterology, neurology, etc.) is needed.

Access to pediatricians

For children, you may designate a pediatrician as the primary care provider.

Access to OB/GYN physicians

You do not need prior authorization from Prominence HealthFirst or from any other person (including a PCP) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact Prominence Health Plan Customer Service.

Rescissions

Prominence HealthFirst will not rescind coverage once a member is enrolled unless the individual (or a person seeking coverage on behalf of the individual) performs an intentional act, practice or omission that constitutes fraud, or unless the individual makes an intentional material misrepresentation of fact, as prohibited by the terms of the Evidence of Coverage. Prominence HealthFirst will provide at least 60 days advance written notice to each participant who would be affected before coverage will be rescinded.

**SUMMARY OF BENEFITS
PROMINENCE HEALTHFIRST
LARGE GROUP EMPLOYER PLAN**

PROMINENCE IVGID POS RX – 25/50/75

Emergency Services are provided as follows:

- a. Without prior authorization requirement, even for out-of-network services;
- b. Without regard to whether the provider of the services is in-network;
- c. If the services are out-of-network, without any administrative requirements or coverage limitations that are more restrictive than those imposed on in-network services; and
- d. Without regard to any other term or condition of the coverage other than: (1) the exclusion of or coordination of benefits; (2) an affiliation or waiting period permitted under ERISA, the PHS Act, or the Internal Revenue Code; or (3) applicable cost sharing.
- e. Emergency care services performed by non-network physicians or providers will be reimbursed at the Usual and Customary Rate or at an agreed upon rate.

Language Translation Services

This information is available for free in other languages. Please call Customer Service at 800-863-7515 (TTY: 711) for more information.

Servicios de traducción de idiomas

Esta información está disponible gratuitamente en otros idiomas. Por favor llame al departamento de servicio de miembros al 800-863-7515 (TTY: 711) para más información.

Notice of Privacy Practices

Member privacy and security are important to Prominence Health Plan. For comprehensive information about how we protect our personal health information (PHI) and how it may be disclosed, refer to the Evidence of Coverage (EOC). Once a registered user, you can access the EOC within the secure member portal at www.ProminenceMember.com or you can call Customer Service and a copy can be mailed to you.



Incline Village General Improvement District

Effective: 01/01/2017

Eligibility	Full-time (24 hours/week)	
Coinsurance		
<u>In-Network</u>	<u>Out-of-Network</u>	
100%	100%	TYPE I – Preventive Services This class includes procedures of a diagnostic or preventive nature:
85%	85%	<ul style="list-style-type: none"> • Routine examinations • Bitewing X-rays - one set per 12 months • X-Rays - one complete series per 60 months • Prophylaxis • Fluoride treatments • Sealants • Space Maintainers • Periodontal Maintenance
60%	60%	TYPE II – Basic Services (no waiting period) This class includes procedures of basic restorative and corrective services: <ul style="list-style-type: none"> • Anesthesia • Tissue Conditioning • Palliative Treatment • Restorative • Extractions • Oral surgery • Endodontics • Periodontics • Periodontic Surgery • Oral Cancer Screening TYPE III – Major Services (no waiting period) <ul style="list-style-type: none"> • Crowns, Inlays, and Onlays • Prosthetics • Dentures and Crown Repair • Implants
Annual Maximum Deductible	\$2,500 calendar year maximum per person.	
Dental Reserve Account	There is no deductible for any service. Enrollees may carryover a portion of the annual maximum to future years.	
Dental Network	KANSAS CITY LIFE DENTAL ALLIANCE providers - Please visit www.kclgroupbenefits.com/services/providers.aspx to obtain a list of dental providers in your area.	
Vision Discount	CONNECTION VISION discount plan is included at no additional cost. Please visit eyemedvisioncare.com - Select the 'Insight' network for your provider search.	
Hearing Discount	CONNECTION HEARING services by TruHearing Health Care are included at no additional cost. For information or to locate a provider, call 888.689.9530.	
Dental Claims	Claims may be submitted electronically (EDIWEBMD: CX058) or by mail to: KCL, P.O. Box 9040, Austin, TX 78766. Questions should be directed to 800.874.5254 ext. 6046.	

This outline is intended to be a brief summary of your benefits and does not include all plan provisions and limitations. Details of your benefits may be found in your benefit booklet, provided to you at a later date. If there are any discrepancies between this outline and the group certificate, the group certificate governs.

VSP VISION CARE, INC.
3333 QUALITY DRIVE
RANCHO CORDOVA, CA 95670

EXHIBIT A

**SCHEDULE OF BENEFITS
VSP Choice Plan®**

GENERAL

This Schedule of Benefits lists the vision care services and materials to which Covered Persons of VSP VISION CARE, INC. ("VSP") are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein, and forms a part of the Policy or Evidence of Coverage to which it is attached.

VSP Preferred Providers are those doctors that have agreed to participate in VSP's Choice Network.

BENEFIT PERIOD

A twelve-month period beginning on January 1st and ending on December 31st.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Domestic Partner
- Any child of Enrollee, including a natural child from date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month in which they turn age 26. Dependent students who take a medically necessary leave of absence do not lose coverage under this Policy.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

PLAN BENEFITS

VSP VSP NETWORK DOCTORS

COPAYMENT

There shall be a Copayment of \$10.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$25.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

Lens Enhancements, if covered under this Plan, may have a separate Copayment. Please refer to COVERED SERVICES AND MATERIALS, below.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION- Covered in full* once every 12 months**

Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES - Covered in full* once every 12 months**

Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular)

Polycarbonate lenses are covered in full for dependent children up to age 26.

Standard Progressive Lenses covered in full

FRAMES - Covered up to the Plan allowance* once every 24 months**

The VSP Preferred Provider will prescribe and order Covered Person's lenses, verify the accuracy of finished lenses, and assist Covered Person with frame selection and adjustment.

CONTACT LENSES

ELECTIVE

Elective Contact Lenses (materials only) are covered up to \$130.00 once every 12 months**

The Elective Contact Lens fitting and evaluation services are covered in full once every 12 months**, after a \$60.00 Copayment.

NECESSARY

Necessary Contact Lenses are covered in full* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.

** beginning with the first day of the Benefit Period.

LOW VISION

Professional services for severe visual problems that cannot be corrected with regular lenses, including:

Supplemental Testing: Covered in full*.

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of VSP Preferred Provider's fee, up to \$1000.00*

*Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames and/or lenses may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame and lens brand availability from their VSP Preferred Provider or by calling VSP's Customer Care Division at (800) 877-7195.

NOT COVERED

- Services and/or materials not specifically included in this Schedule as covered Plan Benefits.
- Plano lenses (lenses with refractive correction of less than $\pm .50$ diopter), except as specifically allowed under the Suncare enhancement, if purchased by Client.
- Two pair of glasses instead of bifocals.
- Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost or damaged, except at the normal intervals when Plan Benefits are otherwise available.
- Orthoptics or vision training and any associated supplemental testing.
- Medical or surgical treatment of the eyes.
- Contact lens insurance policies or service agreements.
- Refitting of contact lenses after the initial (90-day) fitting period.
- Contact lens modification, polishing or cleaning.
- Local, state and/or federal taxes, except where VSP is required by law to pay.
- Services associated with Corneal Refractive Therapy (CRT) or Orthokeratology.

REIMBURSEMENT SCHEDULE OPEN ACCESS PROVIDERS

COPAYMENT

There shall be a Copayment of \$10.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$25.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

EYE EXAMINATION: Up to \$ 45.00* once every 12 months**
Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES - Up to \$ 30.00 - 100.00 once every 12 months**

Spectacle Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular) including Lens Enhancements (if purchased by Client).

FRAMES: Covered up to \$ 70.00* once every 24 months**

CONTACT LENSES

Elective

Elective Contact Lenses are covered up to \$105.00 once every 12 months**

Necessary

Necessary Contact Lenses are covered up to \$210.00* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.

**beginning with the first day of the Benefit Period.

LOW VISION

Professional services for severe visual problems that cannot be corrected with regular lenses, including:

Supplemental Testing: Up to \$125.00*.

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of Open Access Provider's fee, up to \$1000.00*

*Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

*Less any applicable Copayment.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

OPEN ACCESS PROVIDERS

- Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.
- Services from an Open Access Provider are in lieu of services from a VSP Preferred Provider.
- There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.
- VSP is unable to require Open Access Providers to adhere to VSP's quality standards.

VSP VISION CARE, INC.
3333 QUALITY DRIVE
RANCHO CORDOVA, CA 95670

EXHIBIT B

SCHEDULE OF PREMIUMS
VSP Choice Plan

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below.

- \$ 6.70 per month for each eligible Enrollee without dependents.
- \$ 9.71 per month for each eligible Enrollee with one eligible dependent.
- \$ 17.42 per month for each eligible Enrollee with two or more eligible dependents.

NOTICE: The premium under this Policy is subject to change upon renewal (after the end of the initial Policy Term or any subsequent Policy Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.

VSP VISION CARE, INC.
3333 QUALITY DRIVE
RANCHO CORDOVA, CA 95670

EXHIBIT C

ADDITIONAL BENEFIT RIDER
SUPPLEMENTAL PRIMARY EYECARE PLAN

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VSP VISION CARE, INC. ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. The Supplemental Primary EyeCare Plan is designed for the detection, treatment and management of ocular conditions and/or systemic conditions which produce ocular or visual symptoms. Under the Plan, Eyecare Professionals provide treatment and management of urgent and follow-up services. Primary eyecare also involves management of conditions which require monitoring to prevent future vision loss. This Rider forms a part of the Policy and Evidence of Coverage to which it is attached.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Domestic Partner
- Any child of Enrollee, including a natural child from date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month in which they turn age 26. Dependent students who take a medically necessary leave of absence do not lose coverage under this Policy.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

Plan Benefits under the Supplemental Primary EyeCare Plan are available to Covered Persons only after all other benefits under their group medical plan have been exhausted, or when Covered Person is not covered under a group medical plan.

Covered Persons with the following symptoms and/or conditions (see DEFINITIONS below) will be covered for certain primary eyecare services in accordance with the optometric scope of licensure in the Eyecare Professional's state.

SYMPTOMS

Examples of symptoms which may result in a Covered Person seeking services on an urgent basis under the PEC Plan may include, but are not limited to:

- | | |
|-----------------------------|--|
| • ocular discomfort or pain | • recent onset of eye muscle dysfunction |
| • transient loss of vision | • ocular foreign body sensation |
| • flashes or floaters | • pain in or around the eyes |
| • ocular trauma | • swollen lids |
| • diplopia | • red eyes |

CONDITIONS

Examples of conditions which may require management under the PEC Plan may include, but are not limited to:

- ocular hypertension
- retinal nevus
- glaucoma
- cataract
- pink eye
- macular degeneration
- corneal dystrophy
- corneal abrasion
- blepharitis
- sty

PROCEDURES FOR OBTAINING SUPPLEMENTAL PRIMARY EYECARE SERVICES

COVERED PERSON HAS A GROUP MEDICAL PLAN

The Supplemental Primary EyeCare Plan provides coverage for certain vision-related medical services as a supplement to Covered Person's group medical plan. Covered Persons should refer to the plan booklet, certificate of coverage or other benefits description for their group medical plan to determine how to obtain plan benefits.

The provider should first submit a claim to Covered Person's group medical insurance plan. Any amounts not paid by the medical plan may then be considered for payment by VSP. (This is referred to as "Coordination of Benefits" or "COB". Please refer to the Coordination of Benefits section of Covered Person's Evidence of Coverage for additional information regarding COB.)

COVERED PERSON DOES NOT HAVE A GROUP MEDICAL PLAN

When Covered Person does not have a group medical plan, the Supplemental Primary EyeCare Plan provides Plan Benefits as follows:

1. Covered Person contacts VSP Preferred Provider and makes an appointment.
2. Covered Person pays the applicable Copayment at the time of each Supplemental Primary EyeCare visit and amounts for any additional services not covered by the Plan.

REFERRALS

If Covered Services cannot be provided by Covered Person's VSP Preferred Provider, the doctor will refer the Covered Person to another VSP Network Provider or to a physician whose offices provide the necessary services.

If the Covered Person requires services beyond the scope of the PEC Plan, the VSP Preferred Provider will refer the Covered Person to a physician.

Referrals are intended to insure that Covered Persons receive the appropriate level of care for their presenting condition. **Covered Persons do not require a referral from a VSP Preferred Provider in order to obtain Plan Benefits.**

PLAN BENEFITS

VSP Preferred PROVIDERS

COVERED SERVICES

Eye Examinations, Consultations, Urgent/Emergency Care: Covered in Full after a Copayment of \$20.00.

Special Ophthalmological Services: Covered in Full

Eye and Ocular Adnexa Services: Covered in Full

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Supplemental Primary EyeCare Plan provides coverage for limited vision-related medical services as a supplement to Covered Person's group medical plan. A current list of the covered procedures will be made available to Covered Persons upon request.

NOT COVERED

- Services and/or materials not specifically included in this Rider as covered Plan Benefits.
- Frames, spectacle lenses, contact lenses or any other ophthalmic materials.
- Orthoptics or vision training and any associated supplemental testing.
- Surgery, and any pre- or post-operative services, except as an adnexal service included herein.
- Treatment for any pathological conditions.
- An eye exam required as a condition of employment.
- Insulin or any medications or supplies of any type.
- Local, state and/or federal taxes, except where VSP is required by law to pay.

SUPPLEMENTAL PRIMARY EYECARE PLAN DEFINITIONS

Blepharitis	Inflammation of the eyelids.
Cataract	A cloudiness of the lens of the eye obstructing vision.
Conjunctiva	The mucous membrane that lines the inner surface of the eyelids and is continued over the forepart of the eye.
Conjunctivitis	See Pink Eye.
Corneal Abrasion	Irritation of the transparent, outermost layer of the eye.
Corneal Dystrophy	A disorder involving nervous and muscular tissue of the transparent, outermost layer of the eye.
Diplopia	The observance by a person of seeing double images of an object.
Eyecare Professional	Any duly licensed optometrist (O.D.), ophthalmologist or other doctor of medicine (M.D.), or doctor of osteopathy (D.O.).
Eye Muscle Dysfunction	A disorder or weakness of the muscles that control the eye movement.
Flashes or Floaters	The observance by a person of seeing flashing lights and/or spots.
Glaucoma	A disease of the eye marked by increased pressure within the eye which causes damage to the optic disc and gradual loss of vision.
Macula	The small, sensitive area of the central retina, which provides vision for fine work and reading.
Macular Degeneration	An acquired degenerative disease which affects the central retina.
Ocular	Of or pertaining to the eye or the eyesight.
Ocular Conditions	Any condition, problem or complaint relating to the eyes or eyesight.
Ocular Hypertension	Unusually high blood pressure within the eye.
Ocular Trauma	A forceful injury to the eye due to a foreign object.
Pink Eye	An acute, highly contagious inflammation of the conjunctiva. Also known as conjunctivitis.
Retinal Nevus	A pigmented birthmark on the sensory membrane lining the eye which receives the image formed by the lens.
Systemic Condition	Any condition of problem relating to a person's general health.
Sty	An inflamed swelling of the fatty material at the margin of the eyelid.
Transient Loss of Vision	Temporary loss of vision.

PLAN BENEFITS

OPEN ACCESS PROVIDERS

An Eyecare Professional that is an Open Access Provider may require Covered Person to pay for all services in full at the time of the visit. If so, Covered Person should then submit a claim to VSP for reimbursement.

COVERED SERVICES

Eye Examinations, Consultations, Urgent/Emergency Care: Covered up to \$100.00 less a Copayment amount of \$20.00.

Special Ophthalmological Services: Covered up to \$120.00 per individual service.

Eye and Ocular Adnexa Services: Covered up to \$120.00 per individual service.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

- Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.
- Services from an Open Access Provider are in lieu of services from a VSP Preferred Provider.
- There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.
- VSP is unable to require Open Access Providers to adhere to VSP's quality standards.

From: mchman@aol.com
To: [Info IVGID](#)
Subject: Public Records
Date: Saturday, April 15, 2023 8:44:44 AM
Attachments: [Form from IVGID without fees updated 03072023A.pdf FOIA.pdf](#)

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

Hello. I am requesting records on golf group tee times for 2022 in regard to numbers of picture holders within the groups and rates paid by the groups in 2022 that are continuing to hold tee times on the 2023calendar. As a second home owner and picture pass holder, I found 2022 tee times sold out beyond 2 weeks on weekends and difficulty getting on the course which I help to support with my IVGID fees. My Public Records Request is attached. Thank you, Paula McCombie



PUBLIC RECORDS REQUEST

Hand Deliver to:
 893 Southwood Blvd.
 Incline Village, NV 89451
 Attn: Public Records Officer

E-Mail to:
 info@ivgid.org
 Subject: Public Records Request

Date of Request	
Requestor Contact Information	
Name:	Paula McCombie
Organization:	2nd home property owner in Incline
Address:	32 Revere Drive
City, State, Zip:	South Barrington, Il 60010
Phone:	8478637623
E-mail:	mchman@aol.com

Records Requested:
Check one: <input type="checkbox"/> Paper copies <input checked="" type="checkbox"/> Electronic copies <input type="checkbox"/> Certified copies <input type="checkbox"/> Inspection (in person)
<i>Please be specific and include as much detail as possible regarding the records you are requesting.</i> Please supply the rates paid per tee time in 2022 for the groups that played in 2022 and are playing in 2023 as recorded on the April 5 meeting agenda as booked t-times under F1 supplemental material in the calendar of golf club tee times for the Championship Golf Course in 2023. Also provide the number of picture pass holders in these same groups for 2022 and the number of non picture pass holders in these groups who had reserved tee times in 2022 within these groups. Thank you

<i>To complete the request, the agency will need the following information:</i>			
<input type="checkbox"/> I will pick up	<input type="checkbox"/> Please FedEx <i>Fed Ex billing number:</i>	<input type="checkbox"/> Please send USPS	<input checked="" type="checkbox"/> E-mail (if format allows) mchman@aol.com

Office Use Only	
Request status:	
Date	
_____	Request received
_____	Receipt acknowledgement issued
_____	Request filled
_____	Estimated completion date
_____	Request denied in whole
_____	<i>Other:</i>



Public Records Requests

To submit a public records request:

- Please submit the request in writing; you may use the IVGID Public Records Request Form.
- You can submit your request any of the following ways:
 - Email to info@ivgid.org
 - Mail to the IVGID, 893 Southwood Blvd., Incline Village, NV 89451

Please note:

- Requests should be as specific as possible and include the requester's contact information
- IVGID will respond to the request within five business days
- If the request cannot be fulfilled within five business days, IVGID will provide written notice of that fact, let the requester know the earliest date and time it reasonably believes the record will be available, and may work with the requester to focus the request so IVGID can respond as expeditiously as possible

Fees for Public Records

Per NRS [239.052](#), a government entity is permitted to charge a fee for the actual cost incurred in the provision of a public record. This includes, without limitation, the cost of ink, toner, paper, media, and postage.

From: [Melissa N. Robertson](mailto:Melissa.N.Robertson@mchman@aol.com)
To: mchman@aol.com
Subject: Public Records Request Response - Golf Rates
Date: Monday, April 17, 2023 10:25:12 AM

Good Morning,

Here is the link to the approved 2022 golf rates:

https://www.yourtahoeplace.com/uploads/pdf-ivgid/G.2._-_Golf_Rates.pdf

The 2023 golf rates have not yet been approved but they will be an agenda item for the April 26, 2023 Board of Trustees meeting.

As to your request for the number of picture pass holders and non-picture pass holders who are members of the golf clubs, we do not have a document to provide in response to this request. However, since these are local clubs, to Incline Village and Crystal Bay, it is assumed that a large number of the members are picture pass holders and that generally speaking any non-picture pass holders who would be playing during a club event would be a guest of a picture pass holder. The clubs are allowed early access to the tee sheet which was produced as supplemental material to our April 5, 2023 Board packet and that information is available at this link:

https://www.yourtahoeplace.com/uploads/pdf-ivgid/F.1._-_General_Business_-_Golf_Rates_-_Supplemental_Matl_-_Golf_Club_Tee_Times.pdf

We believe this completes your record request in its entirety but if you have any more questions, please let us know.

Melissa Robertson

District Clerk

Incline Village General Improvement District

893 Southwood Boulevard

Incline Village Nevada 89451

P: 775-832-1268

mnr@ivgid.org

<http://yourtahoeplace.com>

From: [Melissa N. Robertson](mailto:Melissa.N.Robertson)
To: cfdobler@aol.com
Subject: RE: Public Records Request = Pump Track
Date: Monday, April 17, 2023 4:14:01 PM
Attachments: [Bid - FW Carson.pdf](#)

Hi Mr. Dobler,

Staff has advised that one bid was received; it is attached.

Staff has advised that this bid significantly exceeded the available donor funds, but also did not provide reference for previous project experience with pump track construction.

Thank you!

Melissa Robertson

District Clerk
Incline Village General Improvement District
893 Southwood Boulevard
Incline Village Nevada 89451
P: 775-832-1268
mnr@ivgid.org
<http://yourtahoepace.com>

From: cfdobler@aol.com <cfdobler@aol.com>
Sent: Monday, April 17, 2023 7:26 AM
To: Melissa N. Robertson <mnr@ivgid.org>
Subject: Public Records Request = Pump Track

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

Please provide for my examination the bids for the Pump Track expansion #4378LI1604 which were not deemed acceptable. I believe the GM had disclosed this in one of his reports.

Cliff Dobler



Contract Documents
for
INCLINE BIKE PARK – PHASE II
IVGID Project Number 4378LI1604
PWP No. WA-2023-031

Issued for Bidding
February 24, 2023

Prepared for:
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Public Works Department

Prepared by:
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Engineering Division
1220 Sweetwater Road
Incline Village, Nevada 89451

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INVITATION TO BID

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. March 9, 2023** at which time they will be publicly opened and read for:

Incline Bike Park – Phase II IVGID Project Number 4378LI1604

The Project includes the following Work:

Construction of a dirt intermediate/advanced pump track adjacent to the existing IVGID Bike Park. The Project includes the construction of thirty jumps, six berms, and two starting platforms. The Project scope also includes temporary and permanent BMP's, import/export of material, grading, drainage and landscaping/revegetation.

The Engineer's Estimate for this project is \$190,000. The Project has a total duration of 94 calendar 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. In accordance with the provisions of NRS 338, the IVGID Board of Trustees has ascertained from the Labor Commissioner the general prevailing wage in the locality of the District for each craft and type of workman, and the Contract will contain in express terms the hourly and daily rate of such prevailing wage. The PWP number for this project is WA-2023 -031.

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 March 3, 2023 at 2:00 p.m. at the IVGID Public Works office. All potential bidders are urged to attend.

Any questions concerning this Project should be directed to the IVGID Engineering office at 775-832-1267. Last day for questions will be **March 6, 2023 by 2:00 p.m.**

Project Workforce Checklist

Contract No.: PWP-WA-2023-031 Project Name: Incline Bike Park - Phase II IVGID Project #4378LI604


Contractor/Subcontractor: F. W. Carson Co.

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes	No	N/A	Yes	No
Air Balance Technician	Yes	No	N/A ✓	Yes	No
Alarm Installer	Yes	No	N/A ✓	Yes	No
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes	No	N/A ✓	Yes	No
Carpenter , (can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers.)	Yes	No	N/A ✓	Yes	No
Cement Mason (Can also include Laborers)	Yes	No	N/A ✓	Yes	No
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A ✓	Yes	No
Elevator Constructor	Yes	No	N/A ✓	Yes	No
Floor Coverer	Yes	No	N/A ✓	Yes	No
Glazier (see also Painters and Allied Trades)	Yes	No	N/A ✓	Yes	No
Hod Carrier (See Laborers) , includes brick-mason tender and plaster tender.	Yes	No	N/A ✓	Yes	No
Iron Worker, can also include fence erectors (steel/iron)	Yes	No	N/A ✓	Yes	No
Laborer , can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway stripier, landscaper, plastic tender, and traffic barrier erector	Yes ✓	No	N/A	Yes	No ✓
Lubrication and Service Engineer	Yes	No	N/A ✓	Yes	No
Mechanical Insulator	Yes	No	N/A ✓	Yes	No
Millwright	Yes	No	N/A ✓	Yes	No
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes ✓	No	N/A	Yes	No ✓
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes	No	N/A ✓	Yes	No
Pile Driver (non-equipment)	Yes	No	N/A ✓	Yes	No
Plasterer	Yes	No	N/A ✓	Yes	No
Plumber/Pipefitter	Yes	No	N/A ✓	Yes	No

*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. *

Refrigeration	Yes	No	N/A ✓	Yes	No
Roofer (not sheet metal)	Yes	No	N/A ✓	Yes	No
Sheet Metal Worker , can also include air balance technician.	Yes	No	N/A ✓	Yes	No
Soils and Materials Tester , includes certified soil tester	Yes	No	N/A ✓	Yes	No
Sprinkler Fitter	Yes	No	N/A ✓	Yes	No
Surveyor (non-licensed)	Yes	No	N/A ✓	Yes	No
Taper	Yes	No	N/A ✓	Yes	No
Tile/Terrazzo Worker/Marble Mason	Yes	No	N/A ✓	Yes	No
Traffic Barrier Erector (See Laborers)	Yes	No	N/A ✓	Yes	No
Truck Driver	Yes	No	N/A ✓	Yes	No
Well Driller (see also Operating Engineer)	Yes	No	N/A ✓	Yes	No
Other*:	Yes	No	N/A ✓	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed:  _____
Name and Title: Troy Carson, VP
Date: March 9, 2023
Contractor Name: F. W. Carson Co.

SECTION 3 - 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

ARTICLE 3—BASIS OF BID—UNIT PRICES BID

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following Unit Price(s):

BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Bid Price
1	Mobilization/Demobilization	1	LS	31292.28	31292.28
2	Temporary BMP's	1	LS	15576.36	15576.36
3	Clearing and Grubbing	1	LS	62451.74	62451.74
4	Earthwork – Import & Features	1	LS	214209.88	214209.88
5	Pump Track Construction	1	LS	177071.04	177071.04
6	Landscape & Revegetation	1	LS	164655.77	164655.77
7	Drainage System	1	LS	31748.53	31748.53
8	Signage	1	LS	29802.41	29802.41
Total Bid Price (Sum of Items 1 through 8) in Numbers					\$ 726,808.00
Total Bid Price (Sum of Items 1 through 8) in Words:			Seven hundred twenty six thousand eight hundred and eight dollars and zero cents.		

- A. Bidder acknowledges that:
- 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
 - 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 (one)	2/21/23
2 (two)	3/3/23

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:

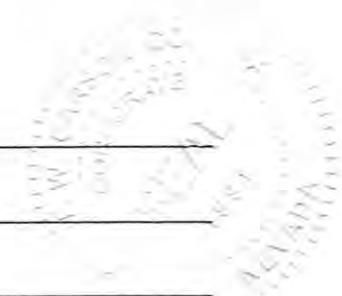
Bidder: _____
F. W. Carson Co.
 (typed or printed name of organization)

By: _____

 (individual's signature)

Name: _____
Troy Carson
 (typed or printed)

Title: _____
VP
 (typed or printed)

Date: _____
3/8/23
 (typed or printed)



If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Kimberly Dixon
(individual's signature)

Name: Kimberly Dixon
(typed or printed)

Title: Newark Notary Public / Project Administrator
(typed or printed)

Date: 3/9/23
(typed or printed)

Address for giving notices:
1064 Tahoe Blvd.
Incline Village, NV 89451

Bidder's Contact:
Name: Troy Carson
(typed or printed)

Title: VP
(typed or printed)

Phone: 775-831-5008

Email: troy@fwcarsonco.com

Address: 1064 Tahoe Blvd.
Incline Village, NV 89451

Bidder's Contractor License No.: (if applicable) NV # 44726

ADDITIONAL INFORMATION REQUIRED AT BID
Reference Instructions to Bidders Section 2

List three (3) similar projects completed by Contractor within the last 5 years:

Contact Name & Phone No.	Description of Work	Date Complete	Cost
Please See Attached			

Work Experience: List years of experience with similar projects, project descriptions, locations and costs, for proposed Job Foreman/ Superintendent:

Forman/Superintendent's Name	Title	Years' Experience	
Christ Hamlin Carl Walker	Foreman/ Super	30+	
Name & Location of Project	Description	Project Cost	Date Completed
Legacy Trail Multi-Use Trail Connector Truckee, CA	Construction of asphalt-paved multi-use trail including grading, storm drain, retaining walls, sidewalks, rails, striping/signs	\$2,122,219.00	August 2021
Name & Location of Project	Description	Project Cost	Date Completed
Valley Road Multi-Family "The Edison" O Valley Rd. Reno, NV	Temp. BMPs, demolition, earth work, structural excavation, base + vapor barrier, base under site concrete, asphalt paving	\$2,228,836.00	est - April 2023 weather permitting
Name & Location of Project	Description	Project Cost	Date Completed
Lumberyard 1054 Tahoe Blvd. Incline Village, NV	Demolition, grading, utilities, excavation, paving, BMPs Rock retaining walls, shoring	\$2,141,073.00	Underway - est. completion October 2023
Name & Location of Project	Description	Project Cost	Date Completed
Mammoth Elementary School Addition/Modernization Mammoth Lakes, CA	Earthwork, excavation, backfill, base, underground utilities	\$2,122,219.00	8/2021



GENERAL ENGINEERING CONTRACTORS

Reference – Current and Completed Major Projects

2016-2023

Public Safety Center – Public Sector

911 Kuenzli St. Reno, NV – Jenn McQuarrie (775)870-2542

Project Manager: Kyle LaFave

Superintendent: Carl Walker

Scope: Demo, Earthwork, Utilities, Paving

Current Contract \$3,222,220.00

Projected Start Date: February 2023, (weather permitting) Projected completion: September 2023

Minden Stormwater Decant Facility – Public Sector

1120 Airport Rd. Minden, NV 89423 – Courtney Walker (775)782-6215

Project Manager: Skye Colling

Superintendent: Carl Walker

Scope: Site Work, Utilities, Grading, Concrete, Paving

Current Contract \$383,318.00

Projected Start Date: February 2023, (weather permitting) Projected completion: April 2023

RACC Downtown Sidewalks – Public Sector

200 N. Stewart St. Carson City, NV – Jeff Freeman (775)283-7094

Project Manager: Matt Mangalin

Superintendent: Carl Walker

Scope: Concrete and asphalt demo, grading, utilities, concrete, paving

Current Contract \$358,513.00

Start Date: 11/1/22 Estimated Completion: February 2023 (weather permitting)

Incline Village Community Hospital – Public Sector

880 Alder Dr. Incline Village, NV 89451 – Dylan Crosby (775)737-8558

Project Manager: Andy Good/Troy Carson

Superintendent: Carl Walker / Foreman: Chris Hamlin

Scope: Site Improvements for a new parking lot, landscaping, irrigation and planting.

Current Contract \$749,949.00

Start Date: 6/20/22 Substantial Completion: 10/31/22



GENERAL ENGINEERING CONTRACTORS

Oak Angle, LLC (Lumberyard) – Private Sector

1054 Tahoe Blvd. Incline Village, NV 89451

Sub to RJ Dailey : Aaron Ackerman - (831) 809-4922

Project Manager: Skye Colling / Project Foreman: Richard Cox

Superintendent: Carl Walker

Scope: Demolition, grading, utilities, excavation, paving, BMPs, rock retaining wall, shoring

Current Contract \$2,141,073.00

Start Date: 5/13/22 (pause for winter 10/15/22-5/1/22) Estimated Finish Date: October 2023

Indigo Violet / Oak Angle, LLC – Private Sector

949 Lakeshore Blvd., Incline Village, NV 89451

Sub to RJ Dailey : Aaron Ackerman - (831) 809-4922

Project Manager: Matt Mangalin / Superintendent: Carl Walker

Scope: Building demolition, excavation, shoring, structural excavation, BMPs

Current Contract \$1,593,520.00 Start Date: 4/13/22 Projected Completion: August 2023

Valley Road Multi-Family – Private Sector

0 Valley Road Reno, NV 89512

Sub to Plenum Builders: Tom Stoddard (775) 842-7314

Project Manager: Kyle LaFave / Project Foremen: Chris Hamlin / Rigo Barajas / Rich Cox

Superintendent: Carl Walker

Scope: Temp BMP's, demolition, earthwork, structural excavation, base & vapor barrier under the SOG, underground utilities, base under site concrete & asphalt, and asphalt paving.

Current Contract \$2,228,836.00 Start Date 3/1/22 Projected Completion: April 2023 weather permitting

Lake Tahoe Community College Remodel - Efficiency / Science Modernization – Private Sector

One College Drive South Lake Tahoe, CA

Sub to Bobo Construction: Chris Bobo (916) 383-7777

Project Manager: Matt Mangalin / Foreman: Chris Hamlin

Superintendent: Carl Walker

Scope: Temp BMP's, demolition, earthwork, excavation for site walls, base under concrete & asphalt and asphalt paving.

Current Contract: \$1,130,816.00 Start Date: 4/25/2022 Projected Completion: July 2023



GENERAL ENGINEERING CONTRACTORS

Alpine Meadows Mid Station – Private Sector

Owner: Palisades Tahoe (formerly Squaw Valley-Alpine Meadows)

1960 Squaw Valley Rd., Olympic Valley, CA 96146

Subcontractor to Plenium Builders: Tom Stoddard (775) 842-7314

Project Manager: Kyle LaFave / Project Foreman: Rigo Barajas

Superintendent: Carl Walker

Scope: Temp BMP's, tree stump removal, earthwork, underground utilities, base under the slab on grade, permanent BMP's and rock excavation

Final Contract: \$1,918,451.00 Start Date: 7/23/21 Projected Completion: September 2023

Squaw Valley Base Station – Private Sector

Owner: Palisades Tahoe (formerly Squaw Valley-Alpine Meadows)

1960 Squaw Valley Rd., Olympic Valley, CA 96146

Subcontractor to Plenium Builders: Tom Stoddard (775) 842-7314

Project Manager: Kyle LaFave / Project Foreman: Rigo Barajas

Superintendent: Carl Walker

Scope: Temp. BMP's, earthwork, underground utilities, retaining wall excavation, base under the site concrete & pavers, base under the asphalt paving, asphalt paving & drip lines

Final Contract: \$1,936,115.50 Start Date: 8/9/21 Projected Completion: September 2023

Lake Tahoe Schools Gate & Fence Replacement Project – Private Sector

Owner: Lake Tahoe School Point of Contact : Bob Graves (775)548-6182

995 Tahoe Blvd., Incline Village, NV

Project Manager: Matt Mangalin / Project Foreman: Carl Walker

Scope: Temp BMP's, demolition, structural excavation, concrete sidewalk & curb, automatic gate & fence and asphalt paving and striping

Current Contract \$727,544.53 Start Date: 5/1/22 Projected Completion: February 2023 (weather permitting)

Mountain Golf Course Cart Path Improvements – Public Sector

Owner: Incline Village General Improvement District

893 Southwood Blvd. Incline Village, NV 89451

Project Manager – Troy Carson / Project Foreman: Rodney Murray

Scope: Reconstruction of an existing asphalt cart path.

Final Contract: \$414,918.00 Start Date: 9/21/21 Finish Date: 11/3/21



GENERAL ENGINEERING CONTRACTORS

Legacy Trail – Brockway Road Multi-Use Trail Connector – Public Sector

Owner: Town of Truckee, CA – Point of Contact: Jessica Thompson – (530)582-2938

10183 Truckee Airport Road Truckee, CA 96161

Project Manager: Kaveh Mansoor / Project Foreman: Chris Hamlin / Super: Doug Whipple

Scope: Construction of an asphalt paved multi-use trail including grading, storm drain improvements, rock & concrete retaining walls, sidewalks, railings and striping & signage

Final Contract \$ 2,370,784.14 Start Date: 6/7/21 Finish Date: 11/4/21

Mammoth Elementary School Addition/Modernization - Public Sector

Owner: Mammoth Unified School District

1500 Meridian Blvd. Mammoth Lakes, CA 93546

Subcontractor to SierraCon – Josh Merkow jmerkow@sierracon.biz (530) 307-8898

Project Manager: Andy Good / Project Foremen: Chris Hamlin, Rodney Murray & Rigo Barajas

Superintendent: Troy Carson

Scope: Earthwork for a new addition, including site utilities, base & paving

Final Contract \$ 2,122,219.00 Start Date: 5/19/20 Finish Date: Substantial Completion 8/31/21

Mammoth Middle School Classroom Addition – Public Sector

Owner: Mammoth Unified School District

1600 Meridian Blvd. Mammoth Lakes, CA 93546

Subcontractor to SierraCon – Bridgette Toy btoy@sierracon.biz (650)576-1114

Project Manager: Andy Good / Project Foremen: Rodney Murray & Rigo Barajas

Superintendent: Troy Carson

Scope: BMP's, site demolition, excavation / backfill, aggregate base, vapor barrier, underground utilities and asphalt paving & base

Final Contract \$293,444.00 Start Date: 6/21/21 Finish Date: Substantial Completion 8/31/21

Fleur du Lac Waterline Repair – Private Sector

Owner: Fleur du Lac – Point of Contact: John Jackson (775)690-7789

4000 West Lake Blvd., Homewood, CA

Project Manager: Matt Mangalin, Todd Carson / Project Foreman: Sam Hall

Superintendent: Troy Carson

Scope: Water line replacement for (6) units including horizontal boring for (3)

Final Contract \$ 99,729.50 Start Date: 4/28/21 Finish Date: 5/18/21



GENERAL ENGINEERING CONTRACTORS

Nevada SR-88 Box Culvert Project – Public Sector

Owner: Douglas County Public Works

P.O. Box 218 Minden, NV 89423

Contact: Reid Kaiser, P.E., Transportation Manager (775) 337-4704 / (775) 229-5509 reid.kaiser@hdrinc.com

Project Manager: Kyle LaFave / Traffic Control Construction Manager: Matt Mangalin

Project Foremen: Chris Hamlin, Rodney Murray, Rigo Barajas

Construction Manager: Doug Whipple / Superintendent: Troy Carson

Scope: Installation of 4 cell 14' x 6' x 76' precast box culvert, construction of a new flow channel, utility relocation, headwall construction, dewatering, 165 feet of pavement repair, grading, paving, SWPPPs, traffic control

Final Contract \$1,006,770.44

Start Date: 4/5/21

Finish Date: 6/4/21

580 Edgewood Pump House

Owner: The Cherif A. Bondjakdji Trust

580 Edgewood Dr. Stateline, NV 89449

Sub to Covenant Builders – Scott Hamann – covenantbuilders1@hotmail.com – (775) 741-1892

Project Manager/Superintendent: Troy Carson / Project Foremen: Sean Quinn

Scope: Temp BMP's, tree removal, grading, partial utilities, base under the curb & gutter, curb & gutter, gravel cap and rock walls

Final Contract \$343,003

Start Date: 4/27/21

Finish Date: 6/29/21

Hyatt Regency Lake Tahoe Outdoor Grill Project – Private Sector

Owner: Hyatt Equities

Owner: Hyatt Equities

998 Lakeshore Blvd. Incline Village, NV

Sub to SierraCon - Josh Merkow jmerkow@sierracon.biz (530) 307-8898

Project Manager: Andy Good / Project Foreman: Rigo Barajas / Superintendent: Troy Carson

Scope: Demolition, earthwork, underground utilities, structural excavation and base prep

Final Contract \$531,757.00

Start Date: 4/26/21 (no work in winter) Finish Date: 5/31/22



GENERAL ENGINEERING CONTRACTORS

Hyatt Regency Lake Tahoe – Electrical Trench & Backfill / Lone Eagle & Cottages BMP Retrofit

Private Sector

Owner: Hyatt Equities

998 Lakeshore Blvd. Incline Village, NV

Sub to SierraCon - Josh Merkow jmerkow@sierracon.biz (530) 307-8898

Project Manager: Andy Good / Project Foreman: Chris Hamlin / Superintendent: Troy Carson

Scope: Electrical excavation and backfill

Final Contract \$719,884.00 Start Date: 5/10/19 Finish Date: 10/31/19

Squaw Creek Townhomes – Phase 2A Infrastructure - Private Sector

Owner: Squaw Creek Associates, LLC.

400 Squaw Creek Road Olympic Valley, CA

Contact person: Kaveh Mansoor - kaveh@spectrum-cm.com – (530) 386-6349

Project Managers: Andy Good/Kyle LaFave Project Foreman: Rigoberto Barajas

Superintendent: Troy Carson

Scope: Realigning the service road for future townhomes including pavement removal, water, sewer, electrical & communication facilities, storm drain, temporary BMPs, concrete headwall, site grading, rockery wall, concrete curb, asphalt paving, striping, site restoration and temporary erosion control

Final Contract \$3,461,636.00 Start Date: 5/14/19 Finish Date: 5/2020

580 Edgewood Dr. Phase 1 - Caretakers Quarters - Private Sector

Owner: The Cherif A. Bondjakdji Trust

580 Edgewood Dr. Stateline, NV

Sub to Clark & Sullivan – Jarrett Rosenau – Jarrett@clarksullivan.com – (775) 355-8500

Project Manager: Andy Good / Project Foreman: Chris Hamlin / Superintendent: Troy Carson

Scope: Install underground booster pump, fire service connection, PI & FDC, asphalt paving at the Caretaker's Quarters and from Sta.0+00 – 6+92 and grading at the USFS road

Final Contract \$309,945.00 Start Date: 6/7/19 Finish Date: 11/16/19



GENERAL ENGINEERING CONTRACTORS

Sierra Star – Sitework - Private Sector

Owner: Tower, LLC

1135 Lakeshore Blvd. Incline Village, NV 89451

Sub to Crestwood Con. – Robert Ellis – Robert@crestwoodconstruction.com (916) 367-1336

Project Manager: Andy Good / Project Foreman: Chris Hamlin / Superintendent: Troy Carson

Scope: Cut & cap utilities including street cut permit. Landscape T&M and utilities to main house

Final Contract \$1,246,284.06 Start Date: 4/23/18 Finish Date: 10/6/19

580 Edgewood Dr. Phase 1c.2, 1d.4-1e - 2018 - Private Sector

Owner: The Cherif A. Bondjakdji Trust

580 Edgewood Dr. Stateline, NV

Sub to Clark & Sullivan – Jarrett Rosenau – Jarrett@clarksullivan.com – (775) 355-8500

Project Manager: Andy Good / Project Foreman: Chris Hamlin / Superintendent: Troy Carson

Scope: Underground utilities, base under concrete and asphalt paving & slurry seal

Final Contract \$879,748.00 Start Date: 6/11/18 Finish Date: 10/5/18

580 Edgewood Dr. Phase 1c.1, 1d.1-d3 (partial) - 2017 - Private Sector

Owner: The Cherif A. Bondjakdji Trust

580 Edgewood Dr. Stateline, NV

Sub to Clark & Sullivan – Jarrett Rosenau – Jarrett@clarksullivan.com – (775) 355-8500

Project Manager: Andy Good / Project Foreman: George Shaw / Superintendent: Troy Carson

Scope: SWPPP Maintenance, earthwork, demo, sewer (to Sta. 9+00), rip rap, rock walls & utilities (Hubbard to Edgewood).

Final Contract \$604,073.00 Start Date: 7/10/17 Finish Date: 10/13/17

Donner Trail Elementary School - Public Sector

Owner: Tahoe Truckee Unified School District

52755 Donner Pass Rd. Truckee, CA

Sub to Reyman Brothers – Liz Callender – ecallender@reymanbrothers.com (775) 356-0150

Project Manager: Andy Good / Project Foreman: Chris Hamlin / Superintendent: Troy Carson

Scope: BMPs, demolition, earthwork, underground utilities, structural excavation, base under the slab on grade, site concrete and base & paving.

Final Contract \$232,474.50 Start Date: 6/29/17 Finish Date: 4/5/18



GENERAL ENGINEERING CONTRACTORS

Rideout Elementary School – Tahoe Lake Interim Housing - Public Sector

Owner: Truckee Tahoe Unified School District

740 Timberland Lane Tahoe City, CA

Sub to Allegro General Contractors – Bill Roberts – allegro@tellis.net (530) 546-9344

Project Manager: Andy Good / Project Foreman: Todd Carson / Superintendent: Troy Carson

Scope: BMPs, demolition, earthwork / grading, base pads, structural excavation, base under the site concrete, base under the asphalt paving, asphalt paving, seal coat, permanent BMPs and gas trenching.

Final Contract \$280,917.50

Start Date: 4/27/17

Finish Date: 8/6/17

IVGID Public Works Storage Building - Public Sector

Owner: Incline Village General Improvement District

893 Southwood Blvd. Incline Village, NV 89451

Sub to Geney / Gassiot – Mari Tilzey - mari@geneygassiot.com (775) 747-2200

Project Manager: Andy Good / Project Foreman: Chris Hamlin / Superintendent: Troy Carson

Scope: Mobilization, BMPs, demolition, earthwork, underground utilities, structural excavation, base under the slab on grade, base under the site concrete, boulder barriers, excavate & backfill for oil tank and re-vegetation.

Final Contract \$509,399.72

Start Date: 6/5/17

Finish Date: 5/9/18

TMWA Chalk Bluff Storage Pond - Public Sector

Owner: Truckee Meadows Water Authority

P.O. Box 30013 Reno, NV 89520

General - Superintendent: Troy Carson troy@fwcarsonco.com (530) 214-6273

Scope: Construction of a new storage pond

Final Contract \$404,252.95

Start Date: 10/12/16

Finish Date: 12/14/16

Squaw Valley Community Park Pickleball Courts - Public Sector

Owner: Placer County

100 Squaw Valley Road Olympic Valley, CA

General - Superintendent: Troy Carson troy@fwcarsonco.com (530) 214-6273

Scope: Construct three (3) new Pickleball courts

Final Contract \$232,681.00

Start Date: 7/11/16

Finish Date: 8/23/16

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
F.W. Carson Co. 775 831 5008 1044 Tanager Blvd - Incline Village, NV 89451	#44726 Unlimited
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: All work not otherwise specified herein as required by NRS 338	85%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Reno Green 775 852 8952 190 Woodland Ave Reno NV 89523	18214, 79827 4,500,000
Kind of Work/Supplies	% of Work/Supplies
Irrigation, landscape	15%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
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

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.	Nevada Contractor License No./License Limit
FW Carson Co 7758315008 1064 Tahoe Blvd Incline Village NV 89451	0044726 Unlimited
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: All work not otherwise specified herein as specified by NRS 338	All work other than listed as required by NRS.

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
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

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
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

PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT

I, Troy Carson, on behalf of F.W. Carson Co. ("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 PWP No. WA-2023-032, Project Name: Crystal Peak Distribution Watermain Improvements ("Project"), that the following requirements will be adhered to, documented and attained for the duration of the Project:

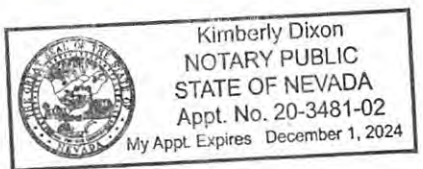
1. At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");
2. All vehicles used primarily for the public work will be (a) registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or (b) registered in Nevada.
3. If applying to receive a preference in bidding pursuant to NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the public work, including, without limitation, employees of the design-build team and of any subcontractor or consultant engaged in the design of the public work, will have a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada; and
4. The Contractor, applicant or design-build team and any subcontractor engaged on the public work will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the 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: [Signature]
Print Name: Troy Carson
Title: VP Date: 3/9/23

State of Nevada)
County of Washoe)

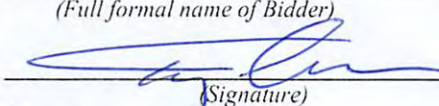
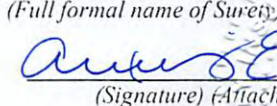
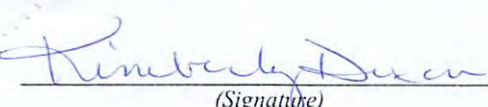
This instrument was acknowledged before me on this 9th day of March, 20 23, by Troy Carson (name of person making statement).



[Signature]
Notary Signature

NOTARY STAMP

SECTION 4 - BID BOND

<p>Bidder Name: F. W. Carson Co. Address (principal place of business): 1064 Tahoe Blvd. Incline Village, NV 89451</p>	<p>Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116</p>
<p>Owner Name: Incline Village GID Address (principal place of business): Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 775-832-1267</p>	<p>Bid Project (name and location): Incline Village GID 4378LI1604 Incline Bike Park – Phase II Bid Due Date: March 9, 2023</p>
<p>Bond Bond Amount: Five Percent of Total Amount Bid (5% of Bid) Date of Bond: March 1, 2023</p>	
<p>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.</p>	
<p>Bidder F. W. Carson Co. <i>(Full formal name of Bidder)</i></p>	<p>Surety The Ohio Casualty Insurance Company <i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: <u></u> <i>(Signature)</i></p>	<p>By: <u></u> <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: <u>Troy Carson</u> <i>(Printed or typed)</i></p>	<p>Name: <u>Alexis Estrada</u> <i>(Printed or typed)</i></p>
<p>Title: <u>VP</u></p>	<p>Title: <u>Attorney-In-Fact</u></p>
<p>Attest: <u></u> <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: <u>Kimberly Dixon</u> <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: <u>Project Admin / Nevada Notary Public</u></p>	<p>Title: _____</p>
<p><i>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.</i></p>	

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.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

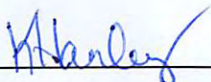
State of California
County of Placer)

On March 1, 2023 before me, K. Hanley, Notary Public
(insert name and title of the officer)

personally appeared Alexis Estrada,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208535-977442

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alexis Estrada, Curtis A. Bowden, Dona Lisa Buschmann, Edward D. Johnson, J. Buschmann, Julie A. Shiroma, K. Hanley, Kathy Rangel, Lisa Wilson, Maggie Bender-Johnson, Robert D. Laux

all of the city of Roseville state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of August, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of March, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
F W CARSON CO

Licensed since July 01, 1997

License No. **0044726**

Is duly licensed as a contractor in the following classification(s):

A General Engineering

LIMIT: Unlimited
EXPIRES: 07/31/2024

PRINCIPALS:

BARBARA CARSON, President, QI
TROY CARSON, Vice President, QI
RIAN CARSON, Vice President, QI




Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

F W CARSON CO
1084 TAHOE BLVD
INCLINE VILLAGE, NV 89451

LIC. NO.
0044726

EXPIRES:
07/31/2024

LIMIT: Unlimited

Class: A

STATE OF NEVADA

STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
8400 West Sunset Road, Suite 150, Las Vegas, Nevada 89113

POCKET CARD RE-ORDER FORM

Enclosed is \$ _____ to cover the cost of _____ additional pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

F W CARSON CO
1064 TAHOE BLVD
INCLINE VILLAGE, NV 89451



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

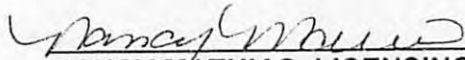
CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-03-01-02-0240**

F W CARSON CO (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0044726** ORIGINAL ISSUE DATE: **07/01/1997** 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. 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 **AUGUST 1, 2022** AND EXPIRES ON **JULY 31, 2023**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.





NANCY MATHIAS, LICENSING ADMINISTRATOR 8/4/2022
FOR MARGI A. GREIN, EXECUTIVE OFFICER DATE

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 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. 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.

LICENSE NUMBER

W020976A-LIC

LICENSE TYPE

General Business License

LICENSE - NOT TRANSFERRABLE
POST IN A CONSPICUOUS PLACE



This license cannot be transferred or assigned. It is valid only for the licensee and location shown below.

YEAR LICENSE VALID

Expires on 09/30/2023

LICENSE FEE PAID

THIS CERTIFIES THAT
IN THE NAME OF
LOCATED AT

F. W. CARSON CO
Fred Carson
1064 TAHOE BLVD, INCLINE VILLAGE, NV

F. W. CARSON CO
Fred Carson
1064 TAHOE BLVD

INCLINE VILLAGE, NV 89451

This license certifies that the name above has paid the required fees to the license collector of Washoe County and is hereby authorized to conduct business and is subject to the provisions of law.

From: [Melissa N. Robertson](mailto:Melissa.N.Robertson@ivgid.org)
To: cfdobler@aol.com
Subject: RE: Public Records Request = Pump Track
Date: Wednesday, April 19, 2023 9:50:15 AM
Attachments: [Front Ends Final PDF.pdf](#)
[Bid Addendum 2 - IVGID Bike Park Phase II 20230303.pdf](#)
[COMPLETE BID SET 2022 IVGID Bike Park - Phase II.pdf](#)
[Planet Bids Q&A 2023-03-07 Q&A.pdf](#)
[Tech Specs Final PDF.pdf](#)

Hello,

Attached is what Staff has provided per your request. Thank you.

Melissa Robertson

District Clerk
Incline Village General Improvement District
893 Southwood Boulevard
Incline Village Nevada 89451
P: 775-832-1268
mnr@ivgid.org
<http://yourtahoeplace.com>

From: cfdobler@aol.com <cfdobler@aol.com>
Sent: Tuesday, April 18, 2023 7:33 AM
To: Melissa N. Robertson <mnr@ivgid.org>
Subject: Re: Public Records Request = Pump Track

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

Melissa - I would like to expand my request. Please provide for my examination the proposed 'contract documents' and the request for bids.

Cliff

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

From: Melissa N. Robertson <mnr@ivgid.org>
To: cfdobler@aol.com <cfdobler@aol.com>
Sent: Mon, Apr 17, 2023 4:13 pm
Subject: RE: Public Records Request = Pump Track

Hi Mr. Dobler,

Staff has advised that one bid was received; it is attached.

Staff has advised that this bid significantly exceeded the available donor funds, but also did not provide reference for previous project experience with pump track construction.

Thank you!

Melissa Robertson

District Clerk

Incline Village General Improvement District

893 Southwood Boulevard

Incline Village Nevada 89451

P: 775-832-1268

mnr@ivgid.org

<http://yourtahoepace.com>

From: cfdobler@aol.com <cfdobler@aol.com>

Sent: Monday, April 17, 2023 7:26 AM

To: Melissa N. Robertson <mnr@ivgid.org>

Subject: Public Records Request = Pump Track

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

Please provide for my examination the bids for the Pump Track expansion #4378LI1604 which were not deemed acceptable. I believe the GM had disclosed this in one of his reports.

Cliff Dobler



Contract Documents
for
INCLINE BIKE PARK – PHASE II
IVGID Project Number 4378LI1604
PWP No. WA-2023-031

Issued for Bidding
February 24, 2023

Prepared for:
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Public Works Department

Prepared by:
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Engineering Division
1220 Sweetwater Road
Incline Village, Nevada 89451

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INVITATION TO BID

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. March 9, 2023** at which time they will be publicly opened and read for:

Incline Bike Park – Phase II IVGID Project Number 4378LI1604

The Project includes the following Work:

Construction of a dirt intermediate/advanced pump track adjacent to the existing IVGID Bike Park. The Project includes the construction of thirty jumps, six berms, and two starting platforms. The Project scope also includes temporary and permanent BMP's, import/export of material, grading, drainage and landscaping/revegetation.

The Engineer's Estimate for this project is \$190,000. The Project has a total duration of 94 calendar 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. In accordance with the provisions of NRS 338, the IVGID Board of Trustees has ascertained from the Labor Commissioner the general prevailing wage in the locality of the District for each craft and type of workman, and the Contract will contain in express terms the hourly and daily rate of such prevailing wage. The PWP number for this project is WA-2023 -031.

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 March 3, 2023 at 2:00 p.m. at the IVGID Public Works office. All potential bidders are urged to attend.

Any questions concerning this Project should be directed to the IVGID Engineering office at 775-832-1267. Last day for questions will be **March 6, 2023 by 2:00 p.m.**

THE TWO (2) LOWEST RESPONSIVE BIDDERS WILL BE REQUIRED TO COMPLETE AND SUBMIT THIS FORM WITHIN TWO (2) DAYS OF BID OPENING.



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Public Works Department**

Project Workforce Checklist

For Compliance with SB207, the Nevada Apprenticeship Utilization Act, 2019

Project No.: _____ Contractor: _____

Craft/Type of Work	More than 3 Employees Anticipated?	Do You Anticipate Needing Waiver?‡
Air Balance Technician	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Alarm Installer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer (can also include Tile Setter, Terrazzo Workers and Marble Masons)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter (can also include Cement Masons, Floor Coverer, Millwright and Piledriver (non-equipment), Plasterers and Terrazzo Workers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Cement Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician (includes Communication Technician, Line, Neon Sign and Wireman. Can also include Alarm Installer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fence Erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Flag Person	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Floor Coverer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (See also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Highway Striper	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier (includes Brick-Mason Tender and Plaster Tender)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker [can also include Fence Erectors (steel/iron)]	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer [can also include Fence Erector (non-steel/iron), Flag Person, Highway Striper and Traffic Barrier Erector]	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Lubrication and Service Engineer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason (can also include Cement, Plasterer, Tile Setter, Terrazzo Workers and Marble Masons)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Millwright	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer [can also include Equipment Greaser, Piledriver, Soils & Material Tester, Steel Fabricator/Erector (equipment) and Surveyor (non-licensed), and Well Driller]	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades (can also include Glaziers, Floor Coverers and Tapers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Piledriver (Non-Equipment)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Continued...

Craft/Type of Work	More than 3 Employees Anticipated?	Do You Anticipate Needing Waiver?†
Plasterer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker (can also include Air Balance Technician)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Soils & Materials Tester (includes Certified Soil Tester)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Tile/Terrazzo Worker, Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Traffic Barrier Erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
*Other:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>† Pursuant to the Labor Commissioner's November 27, 2019 Advisory Opinion, waivers are not required in those crafts/types of work where no recognized apprenticeship program exists in the region where the public work is located. Contractor is responsible for verifying whether recognized apprenticeship programs exist in the region for each craft/type of work to be performed.</p>		
<p>* Contractor is responsible for ensuring all crafts/types of work to be performed on the public work are accounted for on this checklist. Attach additional pages if needed.</p>		

On behalf of the Contractor listed herein, I affirm that I am fully authorized to acknowledge the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within ten (10) working days of such change.

Company Name: _____

Signed: _____

Name and Title: _____

Date: _____

APPRENTICESHIP UTILIZATION ACT – SENATE BILL 207 (2019)

The Legislature hereby finds and declares that: 1. A skilled workforce in construction is essential to the economic well-being of this State; 2. Apprenticeship programs are a proven method of training a skilled workforce in construction; and 3. Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

Sec. 1.7. 1. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in vertical construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

2. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in horizontal construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

Horizontal Construction NRS 338.010 - Subdivision 13. “Horizontal construction” means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work, including, without limitation, any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and any other work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

Vertical Construction “Vertical construction” means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work for any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any other work or improvement appurtenant thereto.

Complex or Hazardous Work - The Labor Commissioner will view complex and hazardous work to include, but not be limited to, work performed on a public work project that is traditionally not performed by Apprentices pursuant to their Apprentice Agreement, Collective Bargaining Agreement, and/or any other written justification demonstrating that the work to be performed should not be performed by Apprentices.

A Public Body/Awarding Body, upon the request of a contractor or subcontractor, **MAY** submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, “Good Cause” exists. The Labor Commissioner may also grant a waiver from the requirements of SB 207 after work on the public work has commenced.

Sample Forms and information on SB 207 can be found at:

http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/

Additional information on Public Works Projects and Prevailing Wages by region and the Nevada State Apprenticeship Council can be found at www.labor.nv.gov or by following the links below.

http://labor.nv.gov/PrevailingWage/Public_Works_Prevailing_Wages/

https://labor.nv.gov/Wages/Nevada_State_Apprenticeship_Council/

GUIDELINES FOR AWARDING BODIES AND CONTRACTORS/SUBCONTRACTORS

1. Senate Bill 207 applies to Public Works Projects (NRS 338.010 – Subdivision 23) over \$100,000. (Exemptions may apply – See NRS sections 338.011 and 338.090.)
2. For each Public Works Project (PWP) Bid Advertisement, Bid Opening, and Contract, the Public Body/Awarding Body should include the requirements of Senate Bill 207. The Public Body/Awarding Body should also determine if the PWP requires the performance of uniquely complex or hazardous work.
3. Contractors/Subcontractors should determine if they can meet the Apprentice % requirements set forth in SB 207 or need to request Apprentices from a Registered Apprenticeship Program. Contractors/Subcontractors can request Apprentices using the Apprentice Request Form or request Apprentices in writing from a Registered Apprenticeship Program. (***Written documentation will be required by the Labor Commissioner if a Request for Waiver is submitted.***)
4. If the Apprentice Request is approved and Apprentices are dispatched, an Apprentice Agreement may need to be executed between the Registered Apprenticeship Program and the Contractor/Subcontractor.
5. Apprentice Issues - Issues and/or complaints regarding the qualifications and/or work of an Apprentice that is dispatched should be directed to the Registered Apprenticeship Program.
6. A Request for Waiver **MAY** be submitted by the **PUBLIC BODY/AWARDING BODY** to the Office of the Labor Commissioner if: (1) No Registered Apprentice Programs exist in the jurisdiction for the craft/type of work required for the PWP; (2) A request for Apprentices was denied or not acted upon within 5 business days; or (3) The PWP requires the performance of uniquely complex or hazardous work.
7. **ONLY THE PUBLIC BODY/AWARDING BODY CAN SUBMIT A REQUEST FOR WAIVER. REQUESTS FOR WAIVERS SHOULD BE SUBMITTED AS SOON AS POSSIBLE.**
8. Within 15 days of receipt of the Request for Waiver, the Office of the Labor Commissioner will issue a Decision/Determination granting or denying the Request for Waiver on the form that was submitted.
9. The Public Body/Awarding Body, Contractor, or Subcontractor can appeal the Decision/Determination within 10 days of issuance.
10. The Public Body/Awarding Body shall monitor the PWP consistent with the laws and regulations set forth in Nevada Revised Statutes (NRS) section 338 and Nevada Administrative Code (NAC) section 338. If a Waiver has not been granted the Public Body/Awarding Body shall ensure that certified payroll reports and any other required documentation are submitted and maintained demonstrating compliance with SB 207.

For additional information please contact us at:

Office of the Labor Commissioner
1818 College Parkway, Suite 102
Carson City, NV 89706 775-684-1890

AUA@labor.nv.gov

Office of the Labor Commissioner
3300 W. Sahara Avenue, Suite 225
Las Vegas, NV 89102 702-486-2650

AUA@labor.nv.gov

TOLL FREE: 1-800-992-0900 Ext. 4850 - www.labor.nv.gov

SECTION 3 - 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

ARTICLE 3—BASIS OF BID—UNIT PRICES BID

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following Unit Price(s):

BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Bid Price
1	Mobilization/Demobilization	1	LS		
2	Temporary BMP's	1	LS		
3	Clearing and Grubbing	1	LS		
4	Earthwork – Import & Features	1	LS		
5	Pump Track Construction	1	LS		
6	Landscape & Revegetation	1	LS		
7	Drainage System	1	LS		
8	Signage	1	LS		
Total Bid Price (Sum of Items 1 through 8) in Numbers					\$
Total Bid Price (Sum of Items 1 through 8) in Words:					

- 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

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:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

ADDITIONAL INFORMATION REQUIRED AT BID
Reference Instructions to Bidders Section 2

List three (3) similar projects completed by Contractor within the last 5 years:

Contact Name & Phone No.	Description of Work	Date Complete	Cost

Work Experience: List years of experience with similar projects, project descriptions, locations and costs, for proposed Job Foreman/ Superintendent:

Forman/Superintendent's Name	Title	Years' Experience	
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

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
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor:	

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
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

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
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.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor:	

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
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

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
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

PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT

I, _____, on behalf of _____ (“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 PWP No. WA-2023-032, Project Name: Crystal Peak Distribution Watermain Improvements (“Project”), that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver’s license or identification card issued by the State of Nevada Department of Motor Vehicles (“DMV”);
2. All vehicles used primarily for the public work will be (a) registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or (b) registered in Nevada.
3. If applying to receive a preference in bidding pursuant to NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the public work, including, without limitation, employees of the design-build team and of any subcontractor or consultant engaged in the design of the public work, will have a valid driver’s license or identification card issued by the Department of Motor Vehicles of the State of Nevada; and
4. The Contractor, applicant or design-build team and any subcontractor engaged on the public work will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the 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: _____

Print Name: _____

Title: _____ Date: _____

State of _____)

County of _____)

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of person making statement).

Notary Signature

NOTARY STAMP

SECTION 4 - BID BOND

<p>Bidder Name: _____ Address <i>(principal place of business)</i>: _____</p>	<p>Surety Name: _____ Address <i>(principal place of business)</i>: _____</p>
<p>Owner Name: Incline Village GID Address <i>(principal place of business)</i>: Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 775-832-1267</p>	<p>Bid Project <i>(name and location)</i>: Incline Village GID 4378LI1604 Incline Bike Park – Phase II Bid Due Date: March 9, 2023</p>
<p>Bond Bond Amount: _____ Date of Bond: _____</p>	
<p>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.</p>	
<p>Bidder</p>	<p>Surety</p>
<p>_____</p> <p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<p>_____</p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>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.</i></p>	

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.

SECTION 5

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between the **Incline Village General Improvement District** (“Owner” or “IVGID”) and [TBD] (“Contractor”). This Agreement will be effective on [TBD] (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 a dirt intermediate/advanced pump track adjacent to the existing IVGID Bike Park. The Project includes the construction of thirty jumps, six berms, and two starting platforms. The Project scope also includes temporary and permanent BMP’s, import/export of material, grading, drainage and landscaping/revegetation.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **The Incline Bike Park – Phase II.**

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 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 7, 2023**.
- C. The Work is to be performed within 84 consecutive days.
- D. The Work will be substantially complete on or before **June 16, 2023** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 30, 2023**.

4.03 *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 [TBD]).

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.

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 shall be emailed to rlr@ivgid.org and 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 TBD.
 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 **seven** sheets with each sheet bearing the following general title: **INCLINE BIKE PARK – Phase II**

8. Addenda (TBD).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (TBD)
 - b. For all projects over \$100,000, State of Nevada Prevailing Wage Rates, Washoe County, current edition as of Bid Opening 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

TBD, Chairman

Date

TBD, Secretary

Date

Reviewed as to Form:

Joshua Nelson
District Legal Counsel

Date

OWNER'S address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Division

CONTRACTOR:
Contractor [TBD]
Agreed to:

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

If CONTRACTOR is a Corporation, attach evidence of authority to sign.

CONTRACTOR'S address for giving notice:

[TBD]

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Incline Village General Improvement District</p> <p>Mailing address (<i>principal place of business</i>):</p> <p>Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 775-832-1267</p>	<p>Contract</p> <p>Description (<i>name and location</i>):</p> <p>Incline Village GID 4378LI1604 Incline Bike Park – Phase II</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><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.
 16. Modifications to this Bond are as follows: **None**

SECTION 7 - PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner: Incline Village General Improvement District</p> <p>Mailing address <i>(principal place of business)</i>: Public Works Department 1220 Sweetwater Road Incline Village, NV 89451</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Incline Village GID 4378LI1604 Incline Bike Park – Phase II</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</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: **None**.

SECTION 6 - APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

Incline Village G. I. D., Engineering Dept.
1220 Sweetwater Road, Incline Village, NV
775-832-1267

PROJECT: Incline Bike Park -
Phase II

APPLICATION NO:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	ENGINEER
<input type="checkbox"/>	

PERIOD TO

FROM CONTRACTOR:

P.O. Number

CIP Number 4378LI1604
PWP WA-2023-031
CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		\$	-
2. Net change by Change Orders		\$	-
3. CHANGE IN UNIT PRICE QUANTITIES		\$	-
4. CONTRACT SUM TO DATE (Line 1 ± 3)	\$	\$	-
5. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$	-
6. RETAINAGE:			
a. <u>5</u>	\$	-	
(Column D + E on G703)			
b. _____	\$	-	
(Column F on G703)			
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		\$	-
7. TOTAL EARNED LESS RETAINAGE (Line 5 Less Line 6 Total)		\$	-
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$	-
9. CURRENT PAYMENT DUE		\$	-
10. BALANCE TO FINISH, INCL. RETAINAGE (Line 4 less Line 7)		\$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ -

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by OWNER:	\$ -	\$ -
Total approved this Month:	\$ -	\$ -
TOTALS:	\$ -	\$ -
NET CHANGES by Change Order:	\$	-

SECTION 9 - 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.C

- 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.E

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.A

- 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.A

- 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.A.1

- 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.K

- 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.A.1-3

- 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.D

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.

See SC-7.01.C

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.

See SC-7.03.D

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.D-E

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.G.1-4

- 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.C

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-9.13.A-B

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.A

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.F

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.

- 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.~~

See SC-11.03.B.1-2

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.

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.
- 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

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 5:30 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.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

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 and emailed to rlr@ivgid.org. 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. Owner 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.

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 to acquire Washoe County Street Cut permits from Washoe County Road Department prior to starting any work. Contractor will pay all fees associated with acquiring this permit. Contractor will pay all penalties associated with this permit.
3. 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.

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, which requires contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public works projects. The Prime Contractor will be liable for any subcontractor non-compliance.

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.A in its entirety and replace it with the following paragraph:

10.05.A 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

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

BRETT K. HARRIS
LABOR COMMISSIONER



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2023 PREVAILING WAGE RATES WASHOE COUNTY

DATE OF DETERMINATION: October 1, 2022

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

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.

Air Balance Technician	4
Alarm Installer	5
Boilermaker	6
Bricklayer	7
Carpenter	8
Cement Mason	9
Electrician – Communication Technician	10
Electrician - Lineman	12
Electrician – Neon Sign	14
Electrician - Wireman	15
Elevator Constructor	16
Fence Erector	18
Flagperson	19
Floorcoverer	20
Glazier	21
Highway Striper	22
Hod Carrier-Brick Mason	23
Hod Carrier – Plasterer Tender	24
Ironworker	26
Laborer	29
Lubrication And Service Engineer (Mobile And Grease Rack)	46
Mechanical Insulator	31
Millwright	32
Operating Engineer	34
Operating Engineer – Steel Fabricator & Erector	34
Operating Engineer – Piledriver	35
Painter	37
Piledriver (Non-Equipment)	39
Plasterer	40
Plumber/Pipefitter	41
Refrigeration	42
Roofer	43
Sheet Metal Worker	45
Soils and Material Tester	46
Sprinkler Fitter	46
Surveyor	46
Taper	47
Tile/Terrazzo Worker/Marble Mason Finisher	49
Tile/Terrazzo Worker/Marble Mason	49
Traffic Barrier Erector	51
Truck Driver	52
Well Driller	54
Group Classifications	
Labor Group Classifications	55
Operating Engineers	59

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.....	71.50
Air Balance Technician-Foreman.....	75.71
Air Balance Technician-General Foreman.....	79.93

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.....33.79

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.....	65.94
Boilermaker Foreman.....	65.94
Boilermaker General.....	65.94

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.

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

Bricklayer Journeyman.....48.71
Bricklayer Foreman.....49.96

Add Zone pay

Zone	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

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.....	54.91
Carpenter Foreman.....	58.32
Carpenter General Foreman.....	62.07

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	0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	Over 300 miles	\$6.00

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
- (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.....	48.92
Cement Mason - Foreman.....	52.55

ADD ZONE RATE

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:

Zone 1	0 to 90 miles	\$0.00
Zone 2	over 90 miles	\$6.00

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 (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Communication Installer.....	44.79
Communication Technician.....	49.66
Senior Technician	52.91

ADD ZONE RATE

In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

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

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:

1. For all hours worked over eight (10) hours in one day or shift.
2. For any hours worked on Sunday
3. 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 (33.4) 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)

JOB DESCRIPTION:

The work covered by this Agreement shall include the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

- A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS 1. Background-foreground music 2. Intercom and telephone interconnect systems 3. Telephone systems 4. Nurse call systems 5. Radio page systems 6. School intercom and sound systems 7. Burglar alarm systems 8. Low-voltage

master clock systems 9. Multi-media/multiplex systems 10. Sound and musical entertainment systems
11. RF Systems 12. Antennas and Wave Guide

B. FIRE ALARM SYSTEMS * 1. Installation, wire pulling and testing

C. Television and Video Systems 1. Television monitoring and surveillance systems 2. Video security
systems 3. Video entertainment systems 4. Video educational systems 5. Microwave transmission
systems 6. CATV and CCTV

D. Security Systems 1. Perimeter security systems 2. Vibration sensor systems 3. Card access systems
4. Access control systems 5. Sonar/Infrared monitoring equipment

E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR
CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)
1. SCADA (Supervisory Control and Data Acquisition) 2. PCM (Pulse Code Modulation) 3. Inventory
Control Systems 4. Digital Data Systems 5. Broadband and Baseband and Carriers 6. Point of Sale
Systems 4 7. VSAT Data Systems 8. Data Communication Systems 9. RF and Remote-Control
Systems 10. Fiber Optic Data 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.....	56.09
Lineman-Journeyman.....	81.13
Lineman-Foreman.....	87.80
Lineman-General Foreman.....	94.54
Lineman-Equipment Man.....	67.81

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, Martin Luther King Holiday, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, 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 (coillable 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
(Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Electrician Neon Sign Journeyman.....37.06

ELECTRICIAN-NEON SIGN, 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 Foreman.....	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 (33.4) 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.....	117.95
Elevator Constructor-Journeyman Mechanic In Charge.....	128.06

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.....45.78

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	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

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.....42.66

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	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

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

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.....	50.69
Floor Coverer Foreman.....	54.12

ADD PREMIUM PAY

Shift work

1. \$2.00 per hour will be added to the taxable net wage to shift schedule of hours worked between 6:00 p.m. and 6:00 a.m.

One and one half (1 ½) time -shall be calculated using one (1) hour of the taxable net wage and one half (1/2) the base wage, to 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 Saturday from midnight to midnight

Double time -shall be calculated using one (1) hour of the taxable net wage and one (1) of the base wage, to 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, Memorial Day, Independence Day, Labor Day, Admissions 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

Measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base wherever it may be, all materials whether used either as a decorative covering or as an acoustical appliance such as carpets of all types and designs, wall carpets, sheet rubber, sheet vinyl, cork carpet, rubber tile, asphalt tile, tile, cork tile, linoleum tile, mastic in sheets or the tile from vinyl tile, interlocking tile, laminate flooring, engineered wood, hardwood, composition in sheet or tile form and all derivatives of above; the fittings of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc. on any base where the above materials are to be installed, or applied, such as drilling, plugging, slating, and slating for installing or fastening of carpet, the installing of all nosing, cap strips, corner beads and edging of any material and the preparatory work of the craft for all of the aforesaid. Also, the cleaning of rugs, carpets, and drapery hanging, make-up and the installation of drapes, the spraying and/or rolling of adhesives as required for double stick installation and carpet tiles.

Craft: GLAZIER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Glazier Journeyman.....25.25

JOB DESCRIPTION:

Includes but is not limited to:

- 1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
- 2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
- 3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
- 4. Loading and arranging of glass on trucks at the site of the public work;

Craft: Highway Striper (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Highway Striper.....	48.28
Highway Striper Foreman.....	48.78

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	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

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, 4th 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.....	46.03
Brick Mason Foreman.....	46.43

ADD ZONE RATE

In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from the Washoe County Courthouse:

Zone	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.....	46.37
Plasterer Tender- Gun Tender.....	47.37
Plasterer Tender-Foreman.....	47.73

ADD ZONE RATE

In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on road miles from So. Virginia St., Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and 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 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 trowled 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, tusk 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

Ironworker-Journeyman.....	78.74
Ironworker - Foreman.....	83.21
Ironworker -General Foreman.....	88.13

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.

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	40.37
Furniture Mover	41.87
Group 1.....	45.53
Group 1A.....	42.66
Group 2.....	45.63
Group 3.....	45.78
Group 3A.....	48.21
Group 4.....	46.03
Group 4A.....	48.53
Group 5.....	46.33
Group 6	
Nozzlemen, Rodmen.....	45.33
Gunmen, Materialmen.....	46.03
Reboundmen.....	45.68
Gunite Foreman.....	46.73

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	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

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 2

Lubrication and Service Engineer (mobile and grease rack).....65.08

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	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles and over	\$6.00

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.....	72.11
Mechanical Insulator-Foreman.....	76.11
Mechanical Insulator-General Foreman	78.11

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	\$11.00
Zone 2	21 to 40 miles	\$21.00
Zone 3	41 to 60 miles	\$31.00
Zone 4	Over 60 miles	\$85.00

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.....	71.01
Millwright Welder.....	72.01
Millwright Foreman.....	75.30
Millwright General Foreman.....	80.02

ADD ZONE RATE

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from the Washoe County Courthouse:

Zone 1	0 to 15 Miles	\$0.00
Zone 2	15 to 35 Miles	\$2.50
Zone 3	Over 35 Miles	\$4.25

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 ten (10) 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). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity. Admission Day is a recognized holiday in lieu of Veterans' Day.

RECOGNIZED HOLIDAYS

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran'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

5006.18

The work of the millwrights, as spelled out in the Jurisdictional Claims Handbook referenced in Paragraph 5006.17 above, is as follows: The term "MILLWRIGHTS AND MACHINE ERECTORS" shall mean the, unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintaining and adjusting of all machinery and equipment installed either in buildings, factories, structures, or processing areas, either undercover, underground or elsewhere required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air or chemically; and in industries such as and including but not limited to the following (which are identified for the purpose of description: woodworking plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal and water plants, laundry, bakery, mixing plants, can, bottle and bag packing plants, textile mills, paint mills, breweries and milk processing plants, power plants, aluminum processing or manufacturing plants, and the amusement or entertainment field.

5006.19

Also included are installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto either assembled, semi-assembled or disassembled.

5006.20

Further included is the installation of, but not limited to the following: setting of all engines, motors, generators, air compressors and fans, pumps, scales, hoppers, conveyors of all types and sizes and their supports, escalators, man lifts, moving machinery, mechanical operator and/or automatic doors, roll-up doors, mechanical stage equipment, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and installation of all types of equipment necessary and required to process material either in manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, reminders, slitters, cutters and wrapping machines; blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants and splicing of ropes and cables.

5006.21

Additionally included are the laying out, fabrication and installation of protection equipment, including machinery guards, the making and setting of templates for machinery, fabrication of bolts, nuts, pins and drilling of holes for any equipment which the millwrights install regardless of materials; all welding and burning regardless of type; fabrication of all lines, hose or tubing used in lubricating machinery installed by millwrights; grinding, cleaning, servicing and machine work necessary for any part of any equipment installed by the millwrights; and the breaking in and trial run, of any equipment or machinery installed by the millwrights

5006.22

When requested in writing by the Millwright Union, individual Employers who are parties to this Agreement shall furnish signed letters promptly on a date mutually agreed upon by both parties, but in no case more than thirty (30) days, on the letterhead of the individual Employer stating he is employing or had employed millwrights on a specific type of work and a specific job and paid the negotiated scale of wages and fringe benefits for such work.

5006.23

The individual Employer and the Local Union will cooperate promptly in attempting to resolve jurisdictional disputes that may arise on any job or project.

Craft: OPERATING ENGINEER (Union Rate)
Prevailing wage rates include the base rate as well as all applicable fringes

SEE AMENDMENT 2

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	63.11
Group 1A.....	65.82
Group 2.....	66.35
Group 3.....	66.62
Group 4.....	67.36
Group 5.....	67.66
Group 6.....	67.86
Group 7.....	68.08
Group 8.....	68.67
Group 9.....	68.99
Group 10.....	69.34
Group 10A.....	69.53
Group 11.....	69.77
Group 11A.....	71.41
Group 11B.....	72.22
Foreman.....	68.80

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	78.36
Group 1 Truck Crane Oiler.....	72.19
Group 1 Oiler.....	70.23
Group 2.....	76.85
Group 2 Truck Crane Oiler.....	71.94
Group 2 Oiler.....	70.02
Group 3.....	75.61
Group 3 Truck Crane Oiler.....	71.72
Group 3 Oiler.....	69.80
Group 3 Hydraulic.....	71.39
Group 4.....	73.88
Group 5.....	72.78

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	77.88
Group 1 Truck Crane Oiler.....	72.37
Group 1 Oiler.....	70.45
Group 2.....	76.29
Group 2 Truck Crane Oiler.....	72.16
Group 2 Oiler.....	70.25
Group 3.....	72.03
Group 3 Truck Crane Oiler.....	74.84
Group 3 Oiler.....	71.94
Group 4.....	73.33
Group 5.....	72.22
Group 6.....	68.94
Group 7.....	70.15
Group 8.....	69.19
Add \$12.5% to base rate for "Special" Shift.....	

ADD ZONE RATE

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILED RIVER**, 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.....	47.34
Spray Painter/Paperhanger.....	49.00
Sandblaster.....	49.05
Structural Steel & Steeplejack.....	49.05
Swing Stage.....	49.34
Special Coating Application-Brush.....	49.39
Special Coating Application-Spray.....	49.39
Special Coating Application-Spray Steel.....	49.39
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.....	55.41
Piledriver-Welder.....	56.41
Piledriver-Foreman.....	58.87
Piledriver-General Foreman.....	62.68
Tender.....	58.87
Stand-By Diver.....	59.87
Diver-Diving (Wet Pay).....	98.96

ADD ZONE RATE

In addition to PILEDRIVER 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	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	Over 300 miles	\$6.00

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 ten (10) 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). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

JOB DESCRIPTION

In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinis or casing.

(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.....	48.82
Plasterer-Foreman.....	52.13

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.....	66.95
Plumber/Pipefitter-Foreman.....	71.48
Plumber/Pipefitter-General Foreman.....	76.01

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.....	59.34
Refrigeration -Foreman.....	62.81
Refrigeration -General Foreman	66.27

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

ROOFER

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.....	71.50
Sheet Metal Worker -Foreman.....	75.71
Sheet Metal Worker -General Foreman.....	79.93

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 roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: SPRINKLER FITTER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Sprinkler Fitter-Journeyman.....27.08

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: SOILS and MATERIAL TESTER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Soil Tester (Certified).....44.17
Soils and Materials Tester.....44.17

Craft: SURVEYOR (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Surveyor.....38.81

SURVEYOR, 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.....	53.86
Taper-Foreman.....	57.75

ADD ZONE RATE

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from Maryland Parkway and Charleston Boulevard 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.

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.....	37.82
Tile Setter/Terrazzo Worker/Marble Mason- Finisher Foreman.....	39.07
Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen.....	40.82

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.....	47.87
Tile Setter Foreman.....	49.12
Tile Setter General Foreman.....	50.87
Terrazzo/Marble Mason-Journeyman	49.37
Terrazzo/Marble Mason-Foreman	50.62
Terrazzo/Marble Mason-General Foreman.....	52.37

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.....45.53

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	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles and over	\$6.00

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).....	28.72
4 yds. & under 8 yds. (water level).....	28.72
8 yds. & under 18 yds. (water level).....	28.72
18 yds. & under 25 yds. (water level)	28.72
25 yds. & under 60 yds. (water level).....	28.72
60 yds. & under 75 yds. (water level)).....	28.72
75 yds. & under 100 yds. (water level)).....	28.72
100 yds. & under 150 yds. (water level)).....	28.72
150 yds. & under 250 yds. (water level)).....	28.72
250 yds. & under 350 yds. (water level)).....	28.72
350 yds. & over (water level).....	28.72

Transit Mix

Under 8 yds.....	28.72
Under 8 yds & including 12 yds.....	28.72
Over 12 yds.....	28.72

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.....	28.72
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Water & Jetting Trucks

Up to 2,500 gallons.....	28.72
Up to 2,500 gallons & over.....	28.72
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).....	28.72
Heavy Duty Transport(Gooseneck low bed).....	28.72
Tiltbed or Flatbed Pull Trailers..	28.72
Bootman, Comb. Bootman & Road Oiler.....	28.72
Flat Rack (2 or 3 axle unit).....	28.72

Bus & Manhaul Drivers

Up to 18,000 lbs. (single unit).....	28.72
18,000 lbs. and over	28.72
Warehousemen Spotter	28.72

Winch Truck & "A" Frame Drivers

Up to 18,000 lbs.	28.72
18,000 lbs. and over.....	28.72
Warehousemen Spotter.....	28.72
Warehouse Clerk.....	28.72
Tire Repairmen.....	28.72
Truck Repairmen.....	28.72
Pick Up Truck & Pilot Cars (Jobsite)	28.72
Pick Up Truck & Pilot Cars (Over the road)	28.72
Truck Oil Greaser.....	28.72
Fuel Truck Driver.....	28.72
Fuel Man & Fuel Island Man.....	28.72
Oil Tanker.....	28.72

Oil Tanker with Pup.....	28.72
Foreman.....	28.72

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.....31.29

JOB DESCRIPTIONS

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

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 compenents

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

- Guniting Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen
 - Tunnel and shaft workers/miners and use of customary tools and equipment for tunnel and mine work All work 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

- Heavy Duty Repairman/Welder

Group 5

- Boom Cat
-

OPERATING ENGINEER -PILEDRIVER

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
-

STEVE SISOLAK
Governor

TERRY REYNOLDS
Director

BRETT HARRIS
Labor Commissioner

STATE OF NEVADA



OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NEVADA 89706
PHONE (775) 684-1890
FAX (775) 687-6409

OFFICE OF THE LABOR COMMISSIONER
3300 W. SAHARA AVE. SUITE 225
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Department of Business & Industry

OFFICE OF THE LABOR COMMISSIONER

<http://www.labor.nv.gov>

2022-2023 Prevailing Wage

Amendment 2

- **AMENDMENT 2 – CLERICAL**
- **Classifications:**
 - Lubrication and Service Engineer
 - Operating Engineers
 - Operating Engineers – Steel Fabricator & Erector
 - Operating Engineers – Piledriver
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – October 1, 2022**

The following represents the amended wage rates.

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)
(Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Lubrication and Service Engineer (mobile and grease rack)68.43

Add Operating Engineers Zone Pay

Add Premium Pay

2022-2023 Prevailing Wage

Amendment 2

Craft: OPERATING ENGINEER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers

(SEE GROUP CLASSIFICATIONS)

Group 1.....	63.41
Group 1A.....	66.17
Group 2.....	66.70
Group 3.....	66.97
Group 4.....	67.71
Group 5.....	68.01
Group 6.....	68.18
Group 7.....	68.43
Group 8.....	69.02
Group 9.....	69.34
Group 10.....	69.69
Group 10A.....	69.88
Group 11.....	70.12
Group 11A.....	71.76
Group 11B.....	72.57
Foreman.....	71.76

Add \$12.5% to base rate for "Special" Shift

Add Operating Engineers Zone Pay

Add Premium Pay

2022-2023 Prevailing Wage

Amendment 2

Craft: OPERATING ENGINEER (Union Rate)
STEEL FABRICATOR & ERECTOR

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers (SEE GROUP CLASSIFICATIONS)	
Group 1.....	78.17
Group 1 Truck Crane Oiler.....	72.54
Group 1 Oiler.....	70.58
Group 2.....	77.20
Group 2 Truck Crane Oiler.....	72.29
Group 2 Oiler.....	70.37
Group 3.....	75.96
Group 3 Truck Crane Oiler.....	72.07
Group 3 Oiler	70.15
Group 3 Hydraulic.....	71.74
Group 4.....	74.23
Group 5.....	73.13
Add \$12.5% to base rate for "Special" Shift.....	

2022-2023 Prevailing Wage

Amendment 2

Craft: OPERATING ENGINEER (Union Rate)
PILEDRIVER

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers
(SEE GROUP CLASSIFICATIONS)

Group 1.....	78.18
Group 1 Truck Crane Oiler.....	72.72
Group 1 Oiler.....	70.80
Group 2.....	76.64
Goup 2 Truck Crane Oiler.....	72.51
Group 2 Oiler.....	70.60
Group 3.....	75.19
Group 3 Truck Crane Oiler.....	72.29
Group 3 Oiler.....	70.37
Group 4.....	73.68
Group 5.....	72.57
Group 6.....	69.29
Group 7.....	70.50
Group 8.....	69.54
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.

ADDENDUM NO. 2

Incline Bike Park – Phase II Project Number 4378LI1604/PWP WA-2023-031

March 3, 2023

Owner

Incline Village G. I. D.
Public Works Department
1220 Sweetwater Road
Incline Village, Nevada 89451
775-832-1267

Engineer – or Designer

Incline Village G. I. D.
Engineering Division
1220 Sweetwater Road
Incline Village, Nevada 89451
775-832-1267

PART 1 - GENERAL

1.1 SCOPE

This Addendum forms a portion of the Bid Documents, and modifies those documents as described below.

1.2 ACKNOWLEDGMENT

Acknowledge receipt of this Addendum in the space provided on page 3 of the Bid Form.

PART 2 - REVISIONS TO DOCUMENTS

2.1 Section 2a – Instructions to Bidders (13 pages)

ADD – Section 2a – Instructions to Bidders to the front end contract documents.

2.2 Construction Drawings

Replace: Site Plan, Sheet 3 of 7 (Rev 0) with Site Plan, Sheet 3 of 7 (**Rev. 1**).
Replace: Grading and Temporary BMP Plan, Sheet 4 of 7 (Rev 0) with Grading and Temporary BMP Plan, Sheet 4 of 7 (**Rev. 1**)

2.3 Prevailing Wage Rates

ADD Washoe County Prevailing Wage Amendments 2A, 3, 3A, 5 and 8.

END OF ADDENDUM 2

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 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 three (3) projects of similar scope within the last five (5) years, including a minimum project total cost of \$400,000, 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 \$400,000.
 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 non-mandatory pre-bid conference will be held at the date and time indicated in the Advertisement or Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project.
- 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. NoneOwner 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.

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 Apprenticeship Utilization Act: Bidder is responsible for complying with the Apprenticeship Utilization Act and all laws related thereto. Per the Act, absent a waiver for good cause, bidder and all lower-tiered contractors of bidder are required to utilize at least a certain number of labor hours of an apprentice for each craft that bidder or its lower-tiered contractors employ more than 3 employees. Bidder must complete and submit the Project Workforce Utilization Checklist with the bid submission package. If there are any changes to the anticipated workforce, which may have an impact on compliance with the Apprenticeship Utilization Act, bidder and all lower-tiered contractors must submit revised Project Workforce Utilization Checklist form(s) and Request for Waiver form (if applicable) within ten (10) calendar days of the change. The apparent low bidder must submit a Request for Waiver form, if bidder is requesting that IVGID submit a request for a waiver for the Bidder or any of its lower-tiered contractors, on the form provided by the Office of the Labor Commissioner. The acceptance or denial of any Request for Waiver shall not serve as a basis to adjust the bid. The issuance of the Notice to Proceed will not be delayed due to pending waiver determinations, appeals, or related proceedings. IVGID reserves the right to accept or reject any Request for Waiver form and to submit the same to the Labor Commissioner in its sole and absolute discretion. Further information on the Apprenticeship Utilization Act may be found at the

Office of the Labor Commissioner's website: http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/.

ARTICLE 22—HISTORICAL AND ARCHAEOLOGICAL

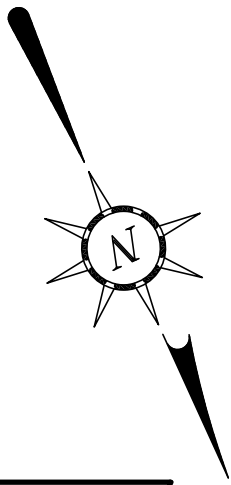
22.01 If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operation(s) affecting the find and shall notify the Owner. No further disturbance of the deposits shall ensue until the Owner has notified the Contractor that he may proceed.

ARTICLE 23—SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

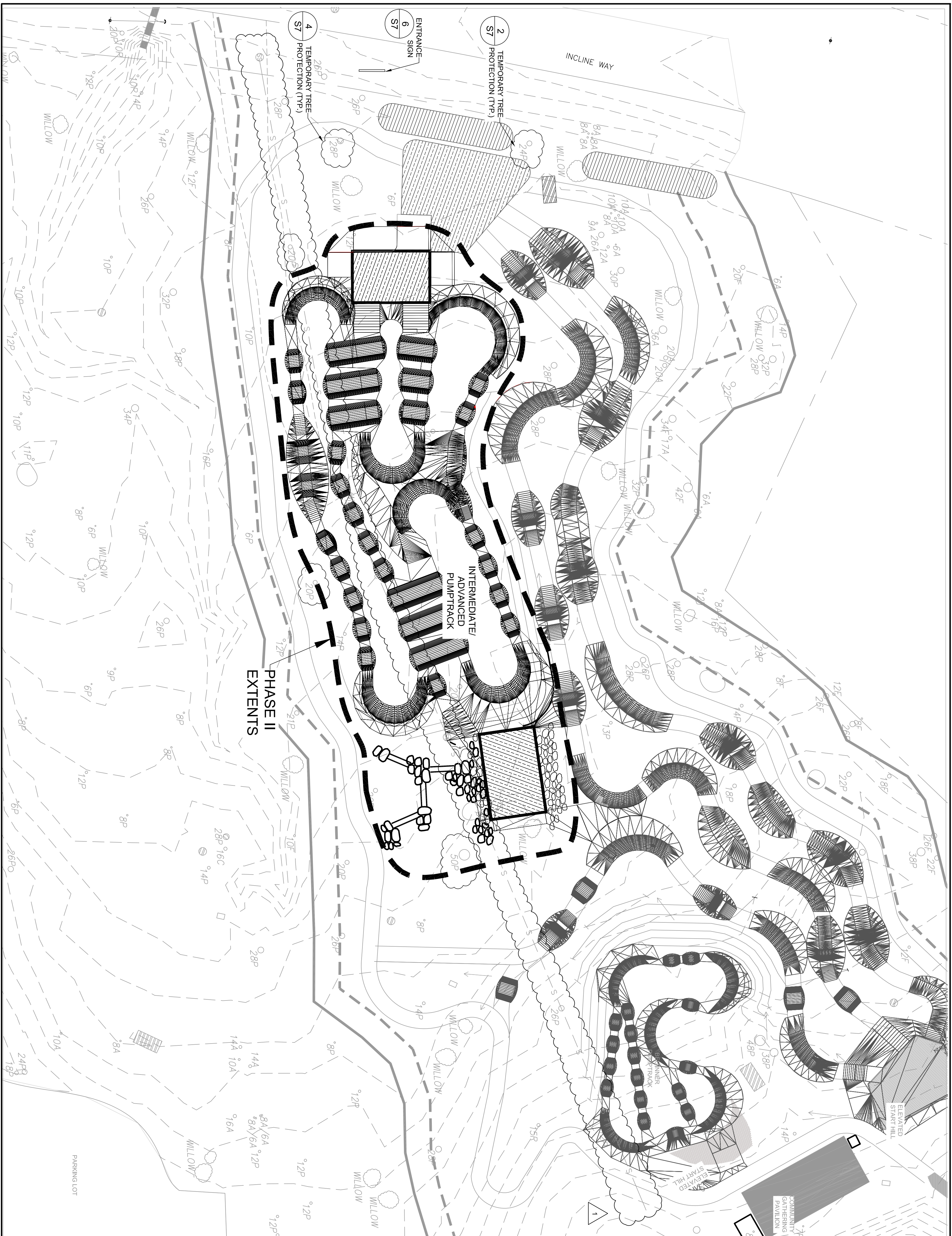
23.01 These construction documents are to be governed at all times by applicable provisions of the Federal Law, including but not limited to the latest amendment of the following:

- 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

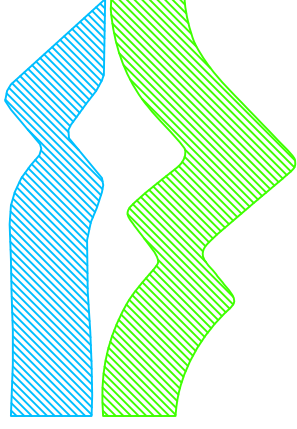


NOTE
 THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPE, CONDUIT, OR STRUCTURE SHALL BE DETERMINED BY THE CONTRACTOR IN ACCORDANCE WITH THE AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.



PLAN
 SCALE: 1" = 20'

INCLINE BIKE PARK - PHASE II



**INCLINE VILLAGE
 GENERAL
 IMPROVEMENT
 DISTRICT**
 1200 SWEETWATER RD.
 INCLINE VILLAGE, NV 89431
 P: 877.468.4397

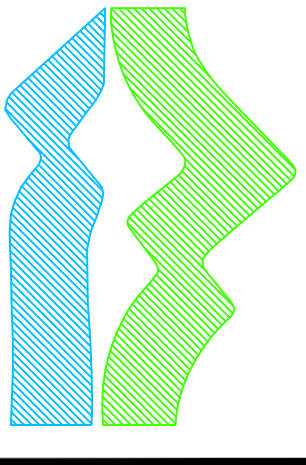
SCALE:	AS SHOWN	
DATE:	2/24/23	
REV	DATE	DESCRIPTION
1	3/2/2023	SHOW I/SS
DESCRIPTION:		

**SITE
 PLAN**

3

OF 7 SHEETS

BID SET



**INCLINE VILLAGE
GENERAL
IMPROVEMENT
DISTRICT**
1201 SWEETWATER RD.
INCLINE VILLAGE, NV 89431
P: 877.468.4397

INCLINE BIKE PARK - PHASE II

SCALE: AS SHOWN
DATE: 2/24/23

REV/	DATE	DESCRIPTION
1	3/21/2023	SHOW (E) SS

DESCRIPTION:

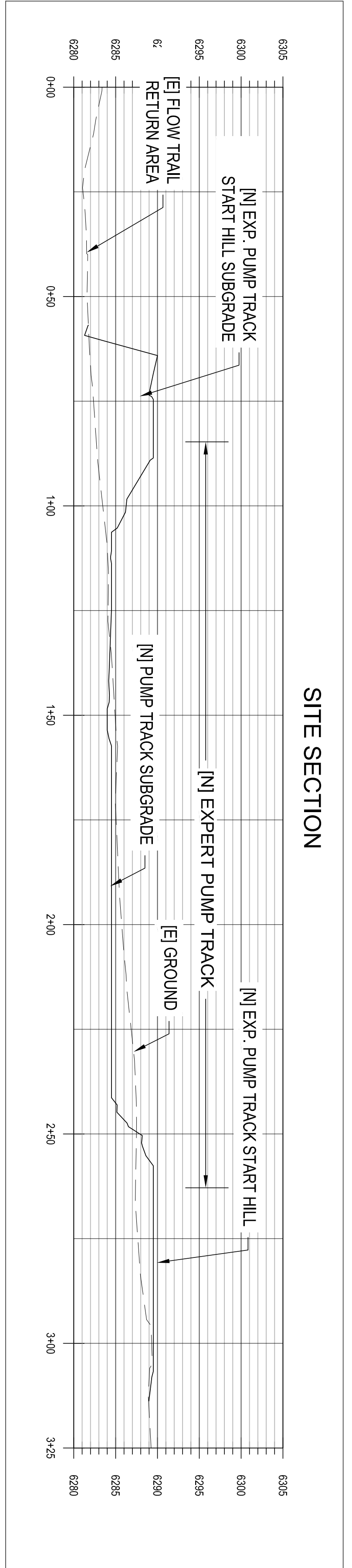
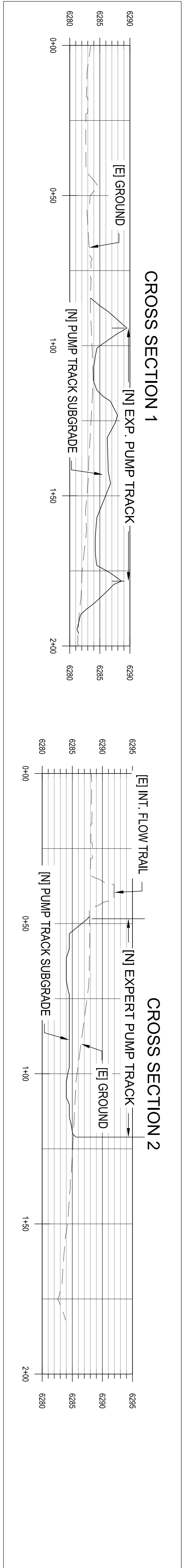
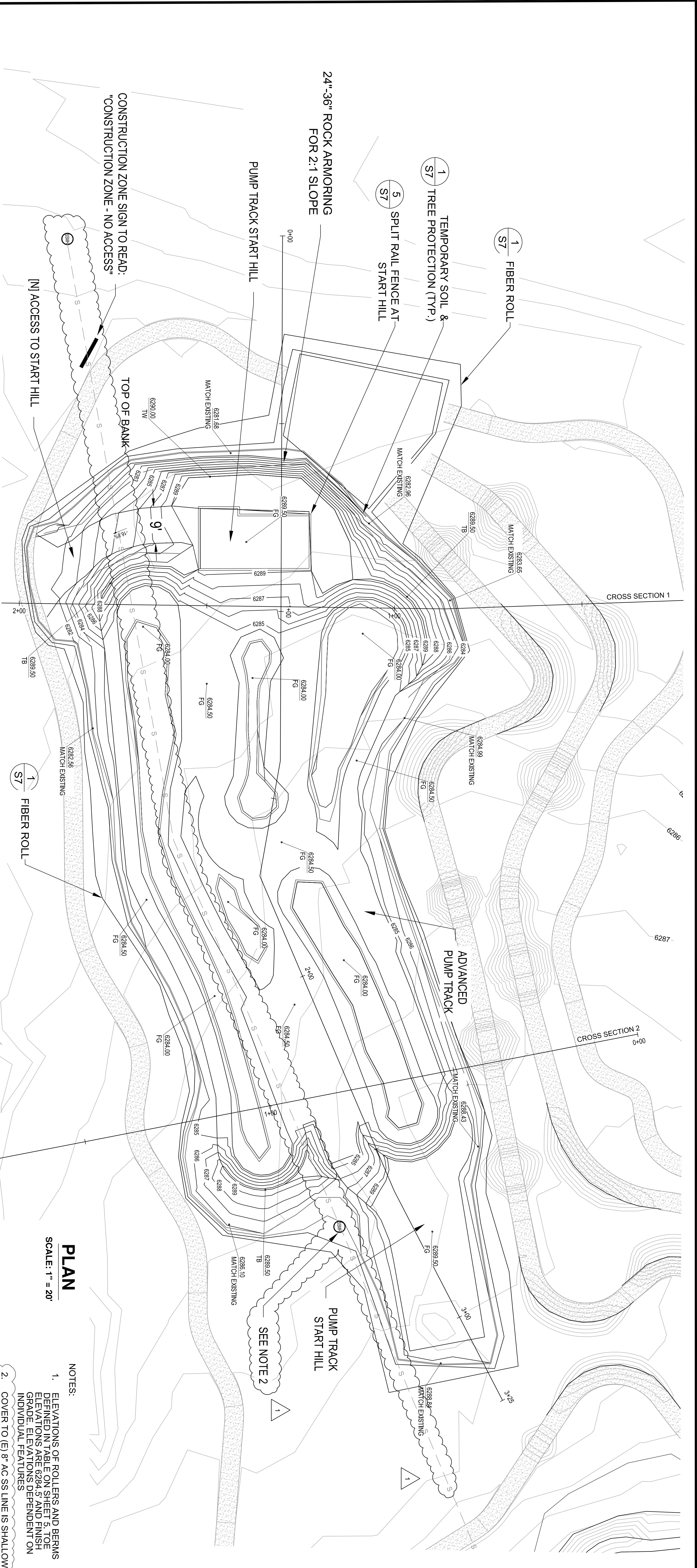
**GRADING &
TEMP BMP
PLAN**

SHEET:

4

OF 7 SHEETS

- NOTES:
- ELEVATIONS OF ROLLERS AND BERMS DEFINED IN TABLE ON SHEET 5. TOE ELEVATIONS ARE 6284.5' AND FINISH GRADE ELEVATIONS DEPENDENT ON INDIVIDUAL FEATURES
 - COVER TO (E) 8" AC SS LINE IS SHALLOW COMING INTO SSMH. CONTRACTOR TO VERIFY DEPTH IN FIELD.



NOTE
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPE, CONDUIT, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

BID SET

STEVE SISOLAK
Governor

TERRY REYNOLDS
Director

BRETT HARRIS
Labor Commissioner

STATE OF NEVADA



OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NEVADA 89706
PHONE (775) 684-1890
FAX (775) 687-6409

OFFICE OF THE LABOR COMMISSIONER
3300 W. SAHARA AVE. SUITE 225
LAS VEGAS, NEVADA 89102
PHONE (702) 486-2650
FAX (702) 486-2660

Department of Business & Industry

OFFICE OF THE LABOR COMMISSIONER

<http://www.labor.nv.gov>

2022-2023 Prevailing Wage

Amendment 2A

- AMENDMENT 2A – CLERICAL
- Classification – Operating Engineer – Steel Fabricator & Erector Group 1
- County – Washoe County Region and Northern Nevada Rural Region
- Effective – October 1, 2022

The following represents the amended wage rates.

Craft: OPERATING ENGINEER (Union Rate) STEEL FABRICATOR & ERECTOR

Group 1.....78.71

STEVE SISOLAK
Governor

TERRY REYNOLDS
Director

BRETT HARRIS
Labor Commissioner

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2022-2023 Prevailing Wage

Amendment 3

- **AMENDMENT 3**
- **Classifications:**

Laborer Group 3A Wage Rate

Zone Rates for Washoe County and Northern Nevada Rural Regions

- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – October 10, 2022**

The following represents the amended wage rate.

Craft: LABORER (Union Rate)

Group 3A.....49.21

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 or over	\$7.00

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2022-2023 Prevailing Wage

Amendment 3A

- **AMENDMENT 3A**
- **Classifications –**
 - Fence Erector Group 3A Zone Rate
 - Flag Person Group 3A Zone Rate
 - Highway Striper Group 3A Zone Rate
 - Traffic Barrier Erector Group 3A Zone Rate
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – October 10, 2022**

ADD ZONE RATE

In addition to FENCE ERECTOR, FLAG PERSON, HIGHWAY STRIPER, TRAFFIC BARRIER ERECTOR rates, add the applicable amounts per hour, calculated based on 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 or over	\$7.00

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2022-2023 Prevailing Wage

Amendment 5

- **AMENDMENT 5**
- **Classifications – Plasterer**
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – December 8, 2022**

Prevailing wage rates include the base rate as well as all applicable fringes

Plasterer-Journeyman.....50.82
 Plasterer-Foreman.....54.32

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 troweled 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.

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Governor

TERRY REYNOLDS
Director

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Labor Commissioner

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2022-2023 Prevailing Wage

Amendment 8

- **AMENDMENT 8**
- **Classifications – Ironworkers Wage**
- **County – All Regions**
- **Effective – January 1, 2023**

Prevailing wage rates include the base rate as well as all applicable fringes

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 or Las Vegas City Hall.

Zone 1	60 – 75 miles	\$20.00
Zone 2	75 - 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

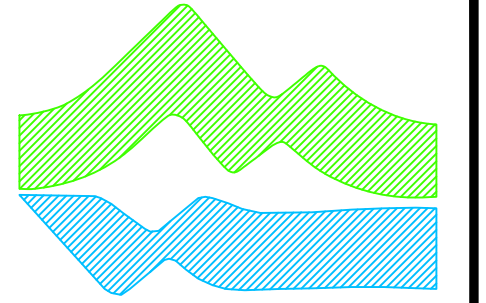
1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

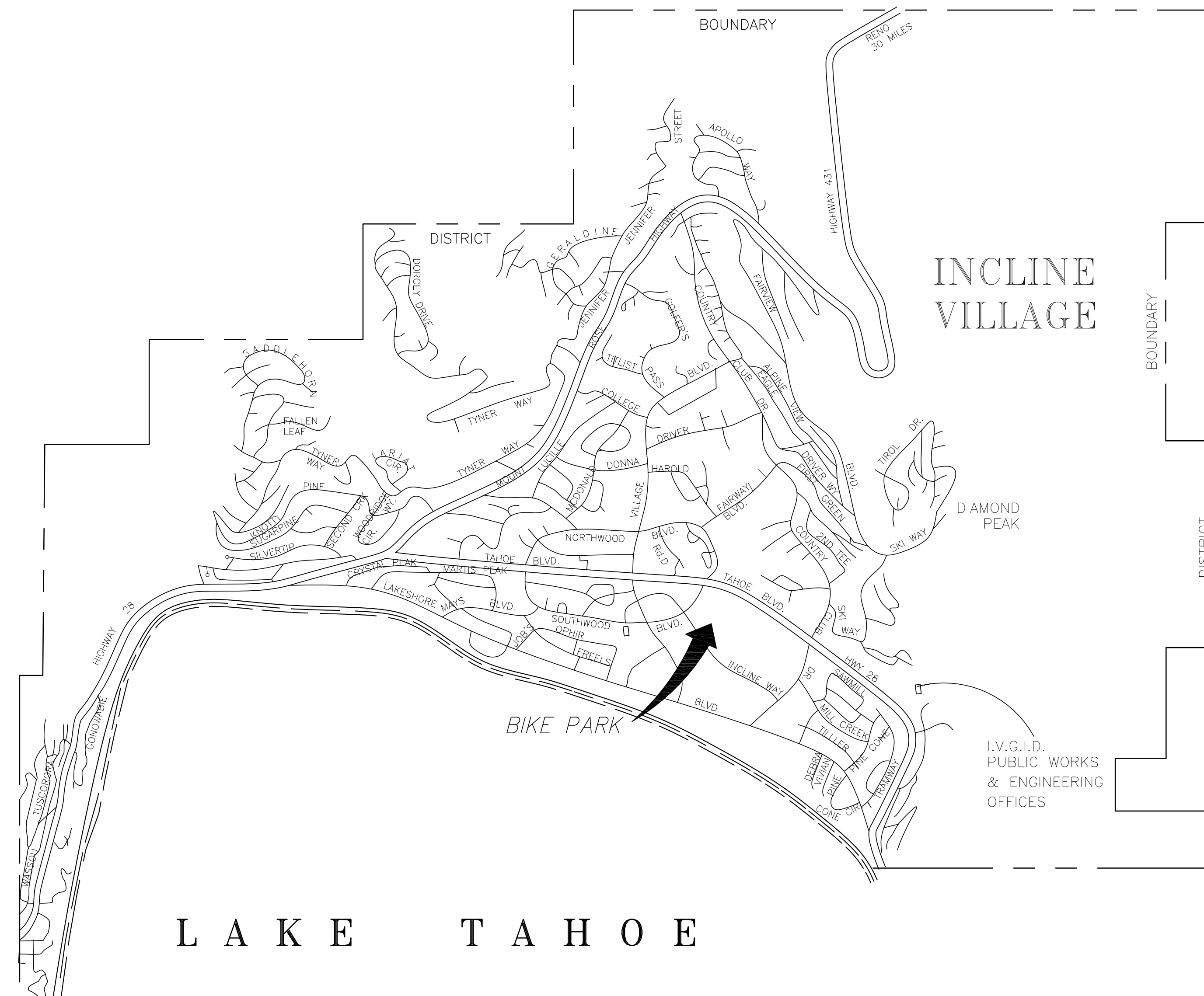
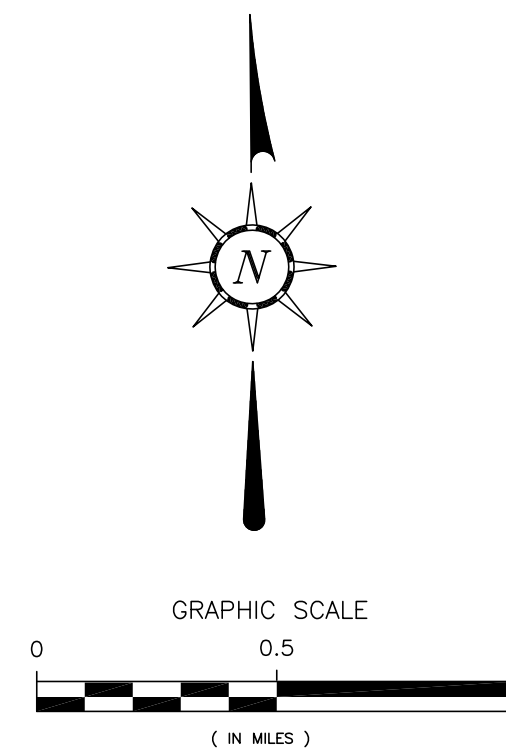
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT INCLINE BIKE PARK - PHASE II

IVGID Project #: 4378LI1604
PWP: WA-2023-031



**INCLINE VILLAGE
GENERAL
IMPROVEMENT
DISTRICT**
1220 SWEETWATER RD.
INCLINE VILLAGE, NV 89431
P: 877.468.4397

INCLINE BIKE PARK - PHASE II



PROJECT INFORMATION

PROJECT LOCATION:
969 TAHOE BLVD.
INCLINE VILLAGE, NV 89451

OWNER:
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT 1220
SWEETWATER RD.
INCLINE VILLAGE, NV 89451

SEWER & WATER:
INCLINE VILLAGE GENERAL IMPROVEMENT
1220 SWEETWATER RD.
INCLINE VILLAGE, NV 89451

GAS:
SW GAS
218 INCLINE CT.
INCLINE VILLAGE, NV 89451

POWER:
LIBERTY UTILITIES
701 NATIONAL AVE.
TAHOE VISTA, CA 96146



NOTE

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPE, CONDUIT, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

SHEET INDEX	
1	COVER SHEET
2	NOTES
3	SITE PLAN
4	GRADING & TEMP BMPS PLAN
5	LANDSCAPE & DRAINAGE PLAN
6	FEATURE SCHEDULE
7	DETAILS

SCALE: AS SHOWN		
DATE: 2/24/23		
REV	DATE	DESCRIPTION
DESCRIPTION:		
COVER SHEET		
SHEET:		

BID SET

1

OF 7 SHEETS

\\Sweet\dl\Engineering\Projects\Current & Ongoing Projects\2023\4378LI1604 BIKE PARK Pump Track\1 - Design\BID SET\001_2022_IVGID_Bike Park_Phase2_cover.dwg

GENERAL NOTES

CONSTRUCTION NOTES

1. THE TYPES, LOCATIONS, SIZES, MATERIALS AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, LOCATIONS, SIZES, MATERIALS AND/OR DEPTHS OF UNDERGROUND UTILITIES. THE OWNER AND/OR ENGINEER ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS NOR FOR THE EXISTENCE OF OTHER BURIED UTILITIES OR OBJECTS NOT SHOWN ON THESE PLANS.
2. THE CONTRACTOR SHALL EXPOSE AND CHECK ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AT ALL PROPOSED POINTS OF CONNECTION TO VERIFY LOCATION AND DEPTH OF UNDERGROUND FACILITIES PRIOR TO EXCAVATION OF PROPOSED UTILITY.
3. THE CONTRACTOR SHALL REPORT ALL CONFLICTS, ERRORS, AND OMISSIONS TO THE ENGINEER IMMEDIATELY UPON DISCOVERY. IF DIRECTED BY THE OWNER, ENGINEER, OR AGENCY HAVING JURISDICTION THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATION MEASURES ARE ENACTED.
4. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT AT 800-227-2600 FORTY-EIGHT HOURS PRIOR TO COMMENCING EARTHWORK OR EXCAVATION ACTIVITIES.
5. AT THE CONCLUSION OF WORK, CONTRACTOR SHALL REPAIR OR REPLACE IN KIND ALL DAMAGED PROPERTY, PUBLIC AND/OR PRIVATE FOR WHICH THEY ARE RESPONSIBLE. THE JOB SITE AND ADJACENT AREAS SHALL BE CLEANED UP AND SUBJECT TO INSPECTION AND APPROVAL OF THE OWNER, ENGINEER, AND/OR AGENCY HAVING JURISDICTION.
6. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
7. SHOULD IT APPEAR THAT THE WORK TO BE COMPLETED, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT IVGID, FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
8. THE CONTRACTOR SHALL CONTACT AND COORDINATE WITH ALL RESPECTIVE UTILITY COMPANIES FOR THE LOCATION AND PLACEMENT OF PROPOSED UTILITIES PRIOR TO CONSTRUCTION.
9. IN ALL AREAS OF WORK CONTRACTOR IS REQUIRED TO RAISE EXISTING VAULTS, BOXES, MANHOLES, ETC. TO 1/2" BELOW THE FINISH GRADE ELEVATIONS SHOWN ON THE PLANS. IN SLOPED AREAS THE RAISED FACILITIES MUST MATCH SLOPE.
10. ALL EXCAVATED MATERIAL NOT RE-USED ON SITE AND ALL ASPHALT, BASE ROCK AND PIPE DEBRIS REMOVED DURING CONSTRUCTION SHALL BE DISPOSED OF OFF-SITE AT AN APPROVED LOCATION AT NO ADDITIONAL COST.
11. THE COST OF PROTECTION AND/OR REPAIR OF THE CONTRACTOR'S WORK AS AFFECTED BY STORM WATERS DURING INCLEMENT WEATHER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ADJACENT PROPERTIES OR IMPROVEMENTS AS A RESULT OF IMPROPER PROTECTION OF SUCH AREAS FROM STORM WATER DISCHARGED FROM THE WORK AREA.
12. THE COST OF CORRECTIVE WORK REQUIRED FOR COMPLETION AND/OR ACCEPTANCE OF THE WORK NECESSITATED BECAUSE OF UNSATISFACTORY WORKMANSHIP OR MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
13. THE CONTRACTOR SHALL KEEP DETAILED RECORDS AND AS-BUILTS SHOWING ALL MODIFICATIONS MADE TO THESE PLANS. THESE RECORDS AND AS-BUILTS SHALL BE PROVIDED TO THE ENGINEER UPON PROJECT COMPLETION, OR AS REQUESTED FOR USE IN PREPARING RECORD DRAWING.
14. ALL GRADING AND PAVING WORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN WASHOE COUNTY'S GRADING STANDARDS AND THE PROJECT PLANS AND SPECIFICATIONS.
15. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE, AND OTHER IMPROVEMENTS WITH SMOOTH TRANSITIONS AND AVOIDING ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.
16. CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE NV OSHA STATE CONSTRUCTION SAFETY ORDERS.

TRPA NOTES:

1. ALL TREES NOT DESIGNATED FOR REMOVAL ON THE PLANS ARE TO BE PRESERVED
2. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE TRPA HANDBOOK OF BEST MANAGEMENT PRACTICES AND LIVING WITH FIRE, LAKE TAHOE BASIN, SECOND EDITION.
3. DUST CONTROL MEASURES SHALL BE IN PLACE DURING CONSTRUCTION. BROADCAST MULCH SHALL NOT BE PERMITTED AS A DUST CONTROL MEASURE WITHIN 35 FEET OF STRUCTURES.

ENVIRONMENTAL HEALTH NOTE:

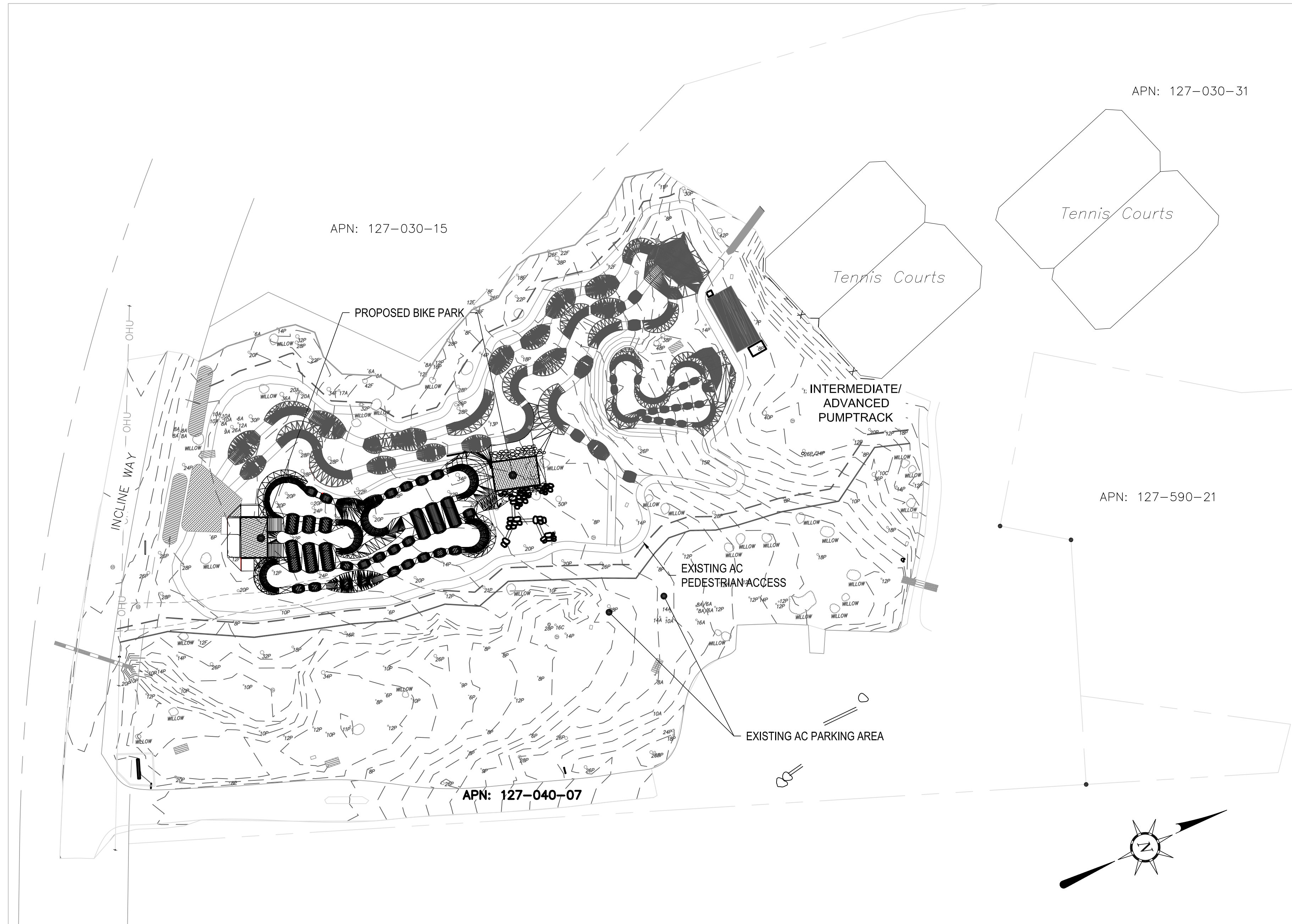
1. IF AT ANY TIME DURING THE COURSE OF CONSTRUCTING THE PROPOSED PROJECT, EVIDENCE OF SOIL AND/OR GROUNDWATER CONTAMINATION WITH HAZARDOUS MATERIAL IS ENCOUNTERED, THE APPLICANT SHALL IMMEDIATELY STOP CONSTRUCTION ACTIVITIES AND CONTACT WASHOE COUNTY ENVIRONMENTAL HEALTH SERVICES HAZARDOUS MATERIAL SECTION. THE PROJECT SHALL REMAIN STOPPED UNTIL THERE IS A RESOLUTION OF THE CONTAMINATION PROBLEM TO THE SATISFACTION OF ENVIRONMENTAL HEALTH SERVICES.

SURVEY NOTES:

1. SURVEY PREPARED BY WEBB LAND SURVEYING IN NOVEMBER 2015
2. THE BOUNDARY SHOWN HEREON IS FROM A FIELD SURVEY COMPILED FROM RECORD OF SURVEY 4074, FILE NO. 2688974 O.R.W.C, SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE & CURRENT TITLE SEARCH MAY DISCLOSE.
3. NO INVESTIGATION CONCERNING ENVIRONMENTAL & SUBSURFACE CONDITIONS, OR THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
4. NO INVESTIGATION CONCERNING THE LOCATION OF OR EXISTENCE OF UTILITY SERVICE LINES TO THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
5. ALL UTILITY LOCATIONS SHOULD BE FIELD VERIFIED PRIOR TO ANY DESIGN OR CONSTRUCTION.
6. DATE OF FIELD WORK NOVEMBER 20 & 21, 2015.
7. THE TOPOGRAPHY SHOWN HEREON MEETS THE STANDARDS OF THE AMERICAN CONGRESS OF SURVEYING & MAPPING WITH 90% OF THE CONTOURS TO BE WITHIN PLUS OR MINUS ONE HALF OF A CONTOUR INTERVAL.
8. VERTICAL DATUM IS FROM INCLINE VILLAGE GID.
9. T.B.M = (SEWER MANHOLE IN TAHOE BLVD.), ELEV = 6283.2'
10. BUILDING SETBACKS SHOULD BE VERIFIED PRIOR TO ANY DESIGN.



NOTE
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PROJECT OVERVIEW

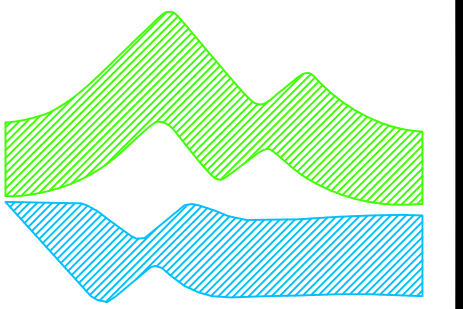
1"=50'

EXISTING

- | | | | | | |
|--|-------------------------|--|---------------------|--|------------------------------------|
| | 500 | | 10' CONTOUR | | #P TREE TRUNK, DIAM., PINE |
| | 2' CONTOUR | | | | #A TREE TRUNK, DIAM., FIR |
| | PROPERTY LINE | | | | #S TREE TRUNK, DIAM., CEDAR |
| | RETAINING WALL | | | | #ORN TREE TRUNK, DIAM., ORNAMENTAL |
| | FLOWLINE | | ELEV SPOT ELEVATION | | |
| | OVERHEAD UTILITIES | | | | |
| | SANITARY SEWER MANHOLE | | | | |
| | WATER VALVE | | | | |
| | SANITARY SEWER CLEANOUT | | | | |
| | MONUMENT | | | | |
| | CONTROL/TRAVERSE POINT | | | | |
| | TEMPORARY BENCH MARK | | | | |

PROPOSED

- | | | | |
|--|------------------------|--|---------------------------|
| | EXISTING MAJOR CONTOUR | | JOINT TRENCH |
| | EXISTING MINOR CONTOUR | | SEWER SERVICE |
| | PROPOSED CONTOUR | | WATER SERVICE |
| | GAS SERVICE | | SEWER CLEAN OUT |
| | TREE PROTECTION FENCE | | FILTER FENCE / FIBER ROLL |
| | TREE STRAPPING | | |



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1220 SWEETWATER RD.
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INCLINE BIKE PARK - PHASE II

SCALE: AS SHOWN

DATE: 2/24/23

REV	DATE	DESCRIPTION

DESCRIPTION:

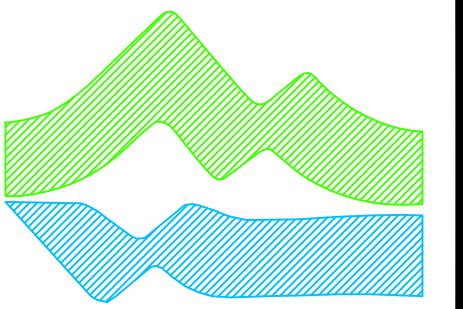
NOTES

SHEET:

2

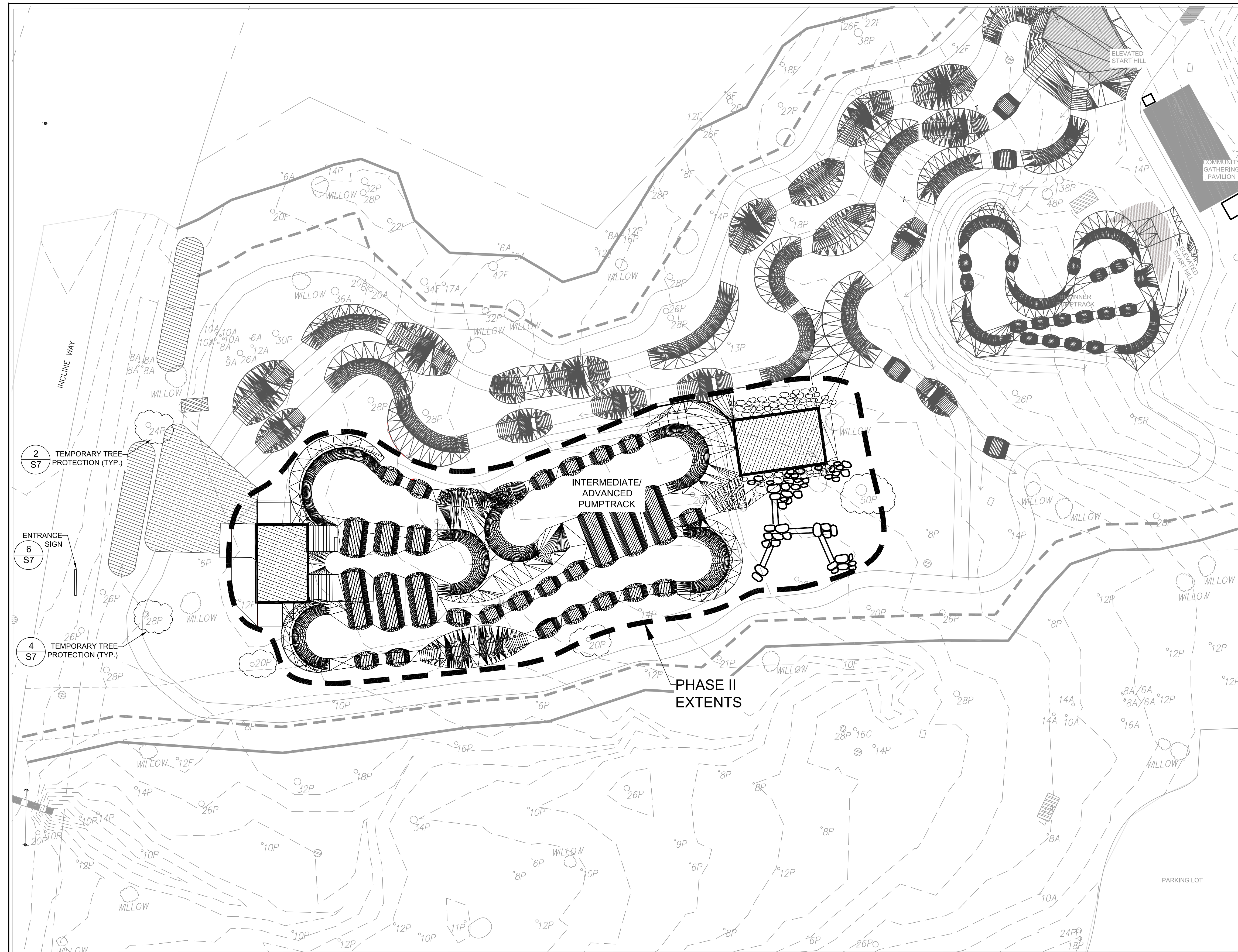
OF 7 SHEETS

BID SET



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INCLINE BIKE PARK - PHASE II



- 2 S7 TEMPORARY TREE PROTECTION (TYP.)
- 6 S7 ENTRANCE SIGN
- 4 S7 TEMPORARY TREE PROTECTION (TYP.)

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PLAN
SCALE: 1" = 20'

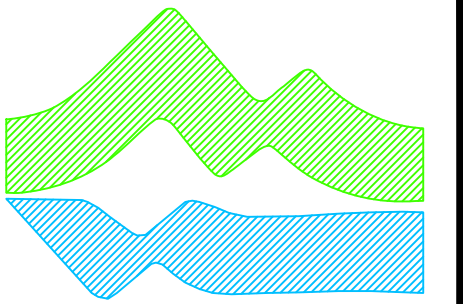


SCALE:	AS SHOWN
DATE:	2/24/23
REV DATE	DESCRIPTION

DESCRIPTION:
SITE PLAN

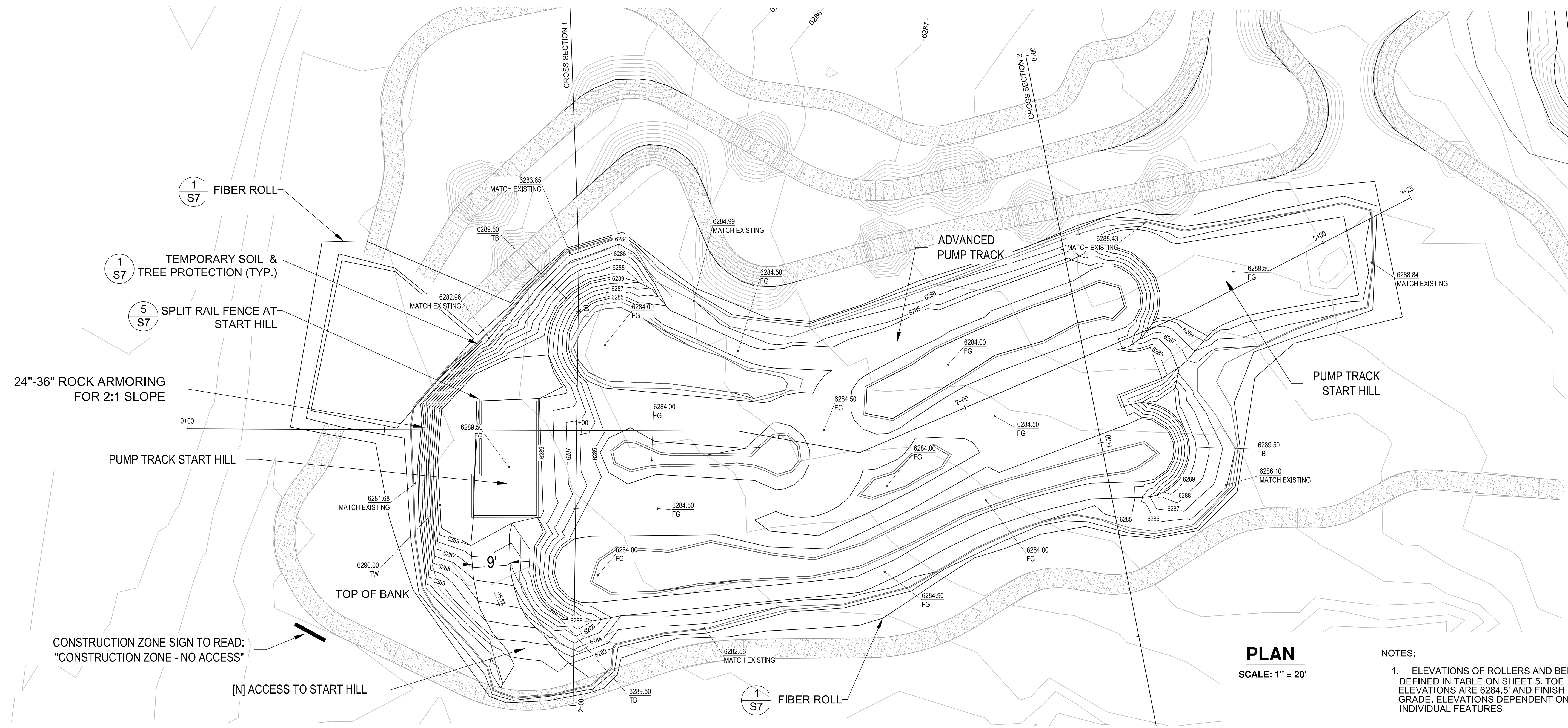
SHEET:
3
OF 7 SHEETS

BID SET



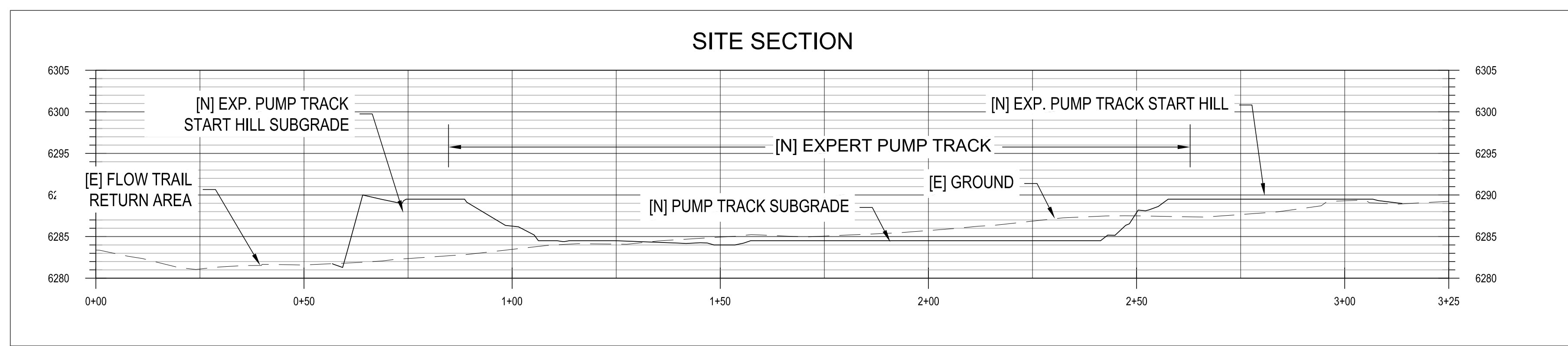
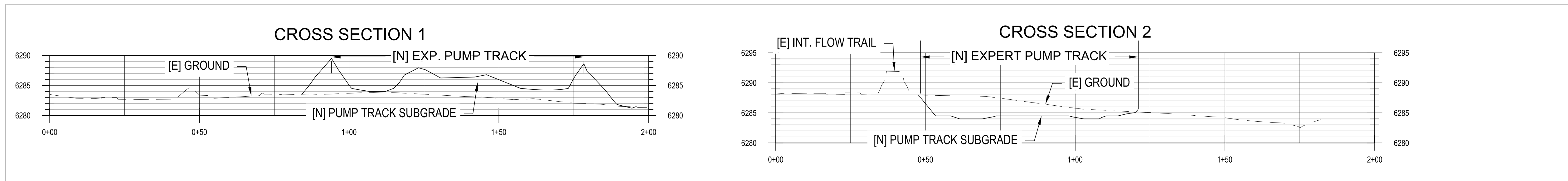
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1220 SWEETWATER RD.
INCLINE VILLAGE, NV 89431
P: 877.468.4397

INCLINE BIKE PARK - PHASE II



PLAN
SCALE: 1" = 20'

NOTES:
1. ELEVATIONS OF ROLLERS AND BERMS DEFINED IN TABLE ON SHEET 5. TOE ELEVATIONS ARE 6284.5' AND FINISH GRADE. ELEVATIONS DEPENDENT ON INDIVIDUAL FEATURES



NOTE

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SCALE: AS SHOWN
DATE: 2/24/23

REV DATE	DESCRIPTION

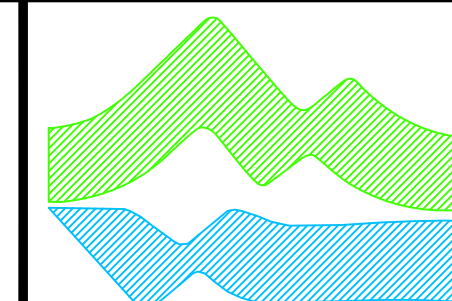
DESCRIPTION:
**GRADING &
TEMP BMP
PLAN**

SHEET:

4

OF 7 SHEETS

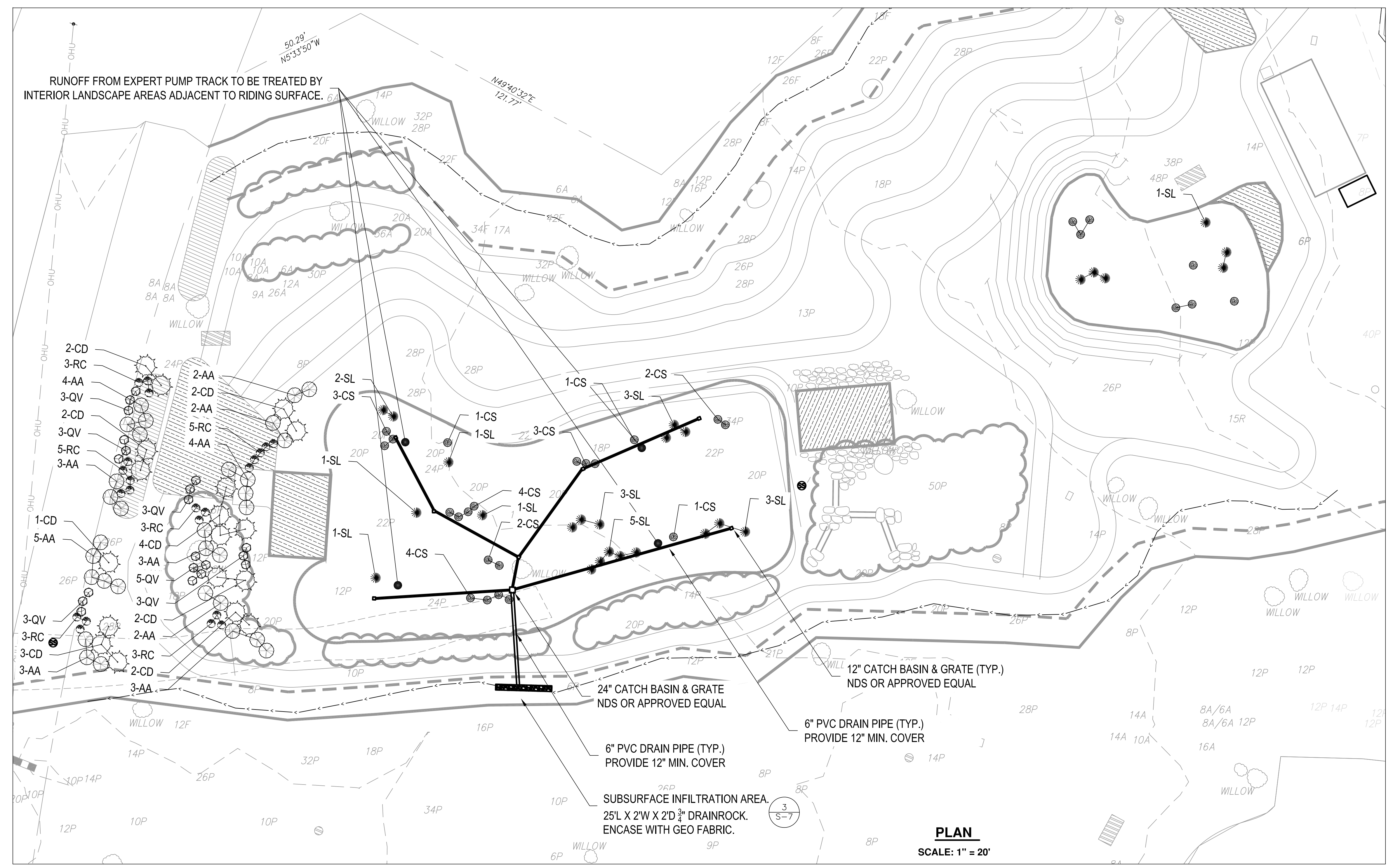
BID SET



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IMPROVEMENT
DISTRICT**

1220 SWEETWATER RD.
INCLINE VILLAGE, NV 89431
P: 877.468.4397

INCLINE BIKE PARK - PHASE II



PLAN
SCALE: 1" = 20'

- REVEGETATION NOTES**
- REVEGETATION TREATMENT SHALL BE INSTALLED AS PER THESE SPECIFICATIONS AND THE PLAN SHEETS AND SHALL CONSIST OF SALVAGING AND AMENDING TOPSOIL, REPLACING TOPSOIL, SEEDING AND MULCHING.
 - CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ENGINEER A MINIMUM OF 48 HOURS IN ADVANCE FOR THE FOLLOWING SITE OBSERVATIONS:
 - ALLOWABLE LANDSCAPE EQUIPMENT, HANDCREW ONLY.
 - CONTAINER PLANT MATERIALS ON SITE, PRIOR TO INSTALLATION.
 - LIMITS OF SEEDING.
 - SOIL DISTURBANCE SHALL BE MINIMIZED AND LIMITED TO THOSE AREAS THAT REQUIRE TREATMENT. ALL EXISTING VEGETATION WITHIN THE PROJECT LIMITS NOT DESIGNATED FOR REMOVAL SHALL BE PROTECTED. ANY EXISTING VEGETATION THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
 - SITE PREPARATION:** ALL COMPACTED SOILS IN THE PROJECT AREA SHALL BE LOOSENEED AS REQUIRED TO A DEPTH OF 6 TO 8 INCHES WITH HAND TOOLS ONLY. SOIL SHALL BE LOOSENEED NOT TURNED OR INVERTED. SOILS SHALL BE LOOSENEED SUCH THAT NO SOIL CLODS ARE LARGER THAN AN AVERAGE OF 2 INCHES IN DIAMETER. FINAL SURFACES SHALL BE NON-UNIFORM, ROUGH AND NATURAL IN APPEARANCE. CONTRACTOR MUST AVOID EXISTING PLANTS AND TREE ROOTS WHEREVER LOOSENING OCCURS.
 - REVEGETATION TREATMENT:**
 - TTA - WET STREAMZONE AREA -** APPLY TRPA APPROVED SEED MIX TO PREPARED SEEDBEDS. TEMPORARY IRRIGATION IS REQUIRED FOR TWO SEASONS ALONG ROCK CHANNEL. CONTRACTOR MUST ENSURE IRRIGATION DOES NOT CAUSE RILLS OR EROSION.
 - TTB - DRY STREAMZONE AREA -** APPLY TRPA APPROVED SEED MIX TO PREPARED SEEDBEDS. APPLY TOPSOIL WHERE REQUIRED AND APPLY SOIL AMENDMENTS AS REQUIRED. HAND BROADCAST TRPA APPROVED SEED MIX AND INCORPORATE. APPLY MULCH TO ACHIEVE 85 PERCENT COVER. TEMPORARY IRRIGATION IS REQUIRED FOR TWO SEASONS.
 - IRRIGATION:** CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND INCIDENTALS REQUIRED AND INSTALL TEMPORARY IRRIGATION SYSTEM FOR TWO GROWING SEASONS. IRRIGATION SYSTEM SHALL BE APPROVED BY ENGINEER PRIOR TO INSTALL. CONTRACTOR SHALL COORDINATE WITH PIVGID FOR WATER CONNECTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL SURFACE DRIP IRRIGATION OBTAIN 100 PERCENT (100%) OVERLAP COVERAGE UNDER NORMAL WIND CONDITIONS. CONTRACTOR SHALL INSPECT IRRIGATION SYSTEM ON A MONTHLY BASIS TO ENSURE THE SYSTEM IS FUNCTIONING PROPERLY. CONTRACTOR SHALL BE RESPONSIBLE FOR WINTERIZING THE IRRIGATION SYSTEM FOR (2) YEARS AND REMOVING THE SYSTEM ONCE PLANTS ARE FULLY ESTABLISHED. CONTRACTOR TO COORDINATE WITH ENGINEER TO DETERMINE IF THE IRRIGATION SYSTEM CAN BE REMOVED AFTER (2) YEARS

PLANT LIST

CONTAINER PLANTS

KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE
	<i>Amelanchier alnifolia</i>	Western Serviceberry	31	15 Gal.
	<i>Calocedrus decurrens</i>	Incense Cedar	18	15 Gal.
	<i>Cornus sericea</i>	Redstem Dogwood	28	5 Gal.
	<i>Quercus vaccinifolia</i>	Huckleberry Oak	21	5 Gal.
	<i>Ribes cereum</i>	Wax Current	22	5 Gal.
	<i>Salix lemmonii</i>	Lemmon's Willow	26	5 Gal.

TTB - SEED MIX

BOTANICAL NAME	COMMON NAME	LB/ACRE
<i>Archostaphylos uva-ursi</i>	Kinnikinnick	6.00
<i>Bromus carinatus</i>	California brome	3.00
<i>Elymus glaucus</i>	Blue wildrye	3.00
<i>Festuca rubra</i>	Red festuca	1.00
<i>Hordeum brachyantherum</i>	Meadow barley, from 6,000' +	2.00
<i>Lupinus polyphyllus</i>	Tahoe lupine	2.00
<i>Potentilla gracilis</i>	Cinquefoil	0.50
TOTAL PSL Pounds per Acre		17.50



NOTE

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SCALE: AS SHOWN
DATE: 2/24/23

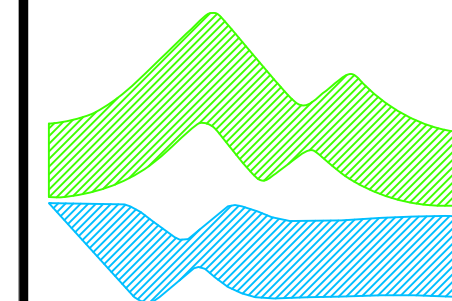
REV	DATE	DESCRIPTION

DESCRIPTION:
**LANDSCAPE
& DRAINAGE
PLAN**

SHEET:
5
OF 7 SHEETS

BID SET

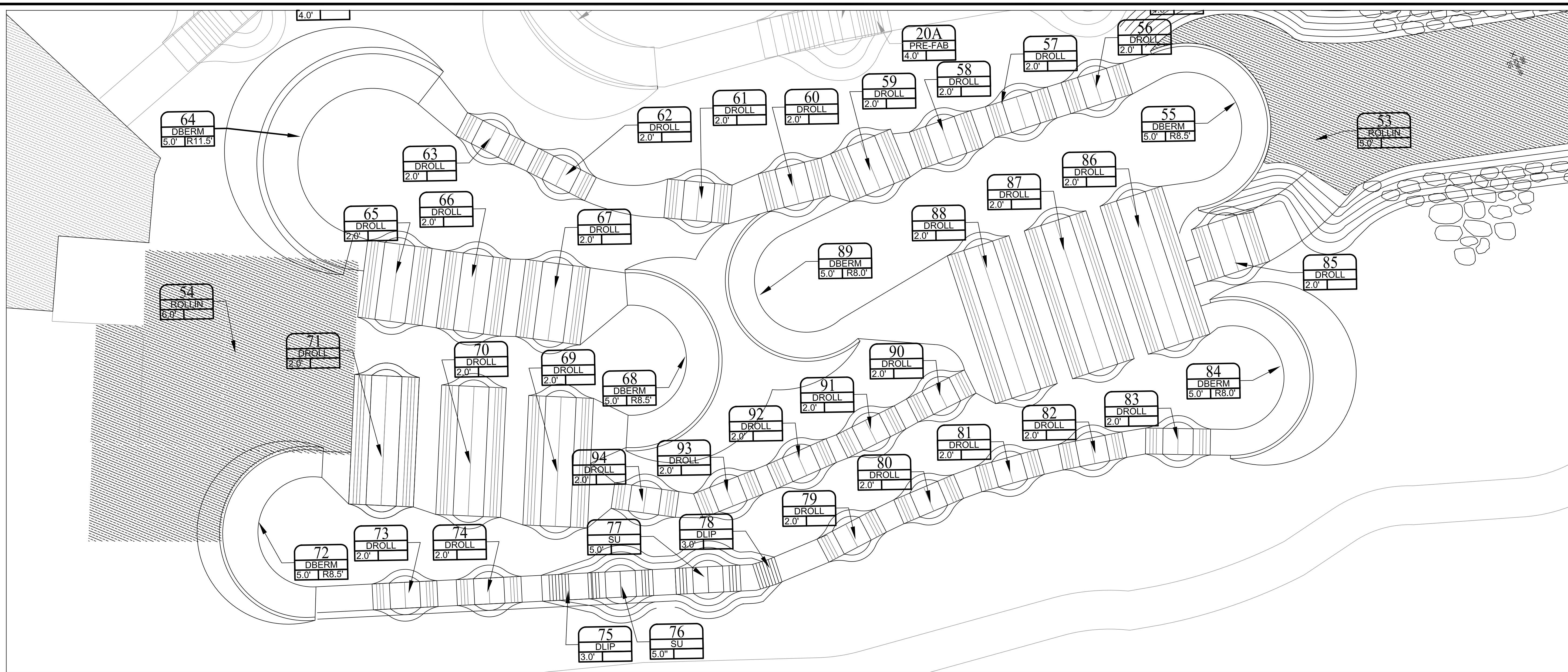
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**INCLINE VILLAGE
GENERAL
IMPROVEMENT
DISTRICT**

1220 SWEETWATER RD.
INCLINE VILLAGE, NV 89431
P: 877.468.4397

INCLINE BIKE PARK - PHASE II



BIKE FEATURES							
ID	ABBREVIATION	TOE ELEV	HEIGHT (FG ELEV)	RADIUS	ID	ABBREVIATION	TOE ELEV
53	ROLLIN	6284.5'	5.0' (6289.5')		74	DROLL	6284.5'
54	ROLLIN	6284.5'	6.0' (6290.5')		75	DLIP	6284.5'
55	DBERM	6284.5'	5.0' (6289.5')	R8.5'	76	SU	6284.5'
56	DROLL	6284.5'	2.0' (6286.5')		77	SU	6284.5'
57	DROLL	6284.5'	2.0' (6286.5')		78	DLIP	6284.5'
58	DROLL	6284.5'	2.0' (6286.5')		79	DROLL	6284.5'
59	DROLL	6284.5'	2.0' (6286.5')		80	DROLL	6284.5'
60	DROLL	6284.5'	2.0' (6286.5')		81	DROLL	6284.5'
61	DROLL	6284.5'	2.0' (6286.5')		82	DROLL	6284.5'
62	DROLL	6284.5'	2.0' (6286.5')		83	DROLL	6284.5'
63	DROLL	6284.5'	2.0' (6286.5')		84	DBERM	6284.5'
64	DBERM	6284.5'	5.0' (6289.5')	R11.5'	85	DROLL	6284.5'
65	DROLL	6284.5'	2.0' (6286.5')		86	DROLL	6284.5'
66	DROLL	6284.5'	2.0' (6286.5')		87	DROLL	6284.5'
67	DROLL	6284.5'	2.0' (6286.5')		88	DROLL	6284.5'
68	DBERM	6284.5'	5.0' (6289.5')	R8.5'	89	DBERM	6284.5'
69	DROLL	6284.5'	2.0' (6286.5')		90	DDR	6284.5'
70	DROLL	6284.5'	2.0' (6286.5')		91	DROLL	6284.5'
71	DROLL	6284.5'	2.0' (6286.5')		92	DROLL	6284.5'
72	DBERM	6284.5'	5.0' (6289.5')	R8.5'	93	DROLL	6284.5'
73	DROLL	6284.5'	2.0' (6286.5')		94	DROLL	6284.5'
74	DROLL	6284.5'	2.0' (6286.5')				
75	DLIP	6284.5'	3.0'				
76	SU	6284.5'	5.0'				

ABBREVIATIONS

DBROLL - DIRT BANKED ROLLER
 DROLL - DIRT ROLLER
 DBERM - DIRT BERM
 DLIP - DIRT LIP/KICKER
 DWF - DIRT WATERFALL LANDING
 ROLLIN - ELEVATED START/ROLL-IN AREA
 SU - STEP-UP
 SURH - STEP-UP RIGHT HIP
 SULH - STEP-UP LEFT HIP
 TABT - TABLE TOP

BIKE FEATURE NOTES

- BIKE FEATURE HEIGHT IS IN REFERENCE TO FINISH GRADE.
- BERM RADII SHOWN IN THE BIKE FEATURE PLAN AND TABLE ARE MEASURED FROM INSIDE BOTTOM OF BERM.
- OWNER WOULD LIKE TO MINIMIZE THE IMPACT TO THE EXISTING TREES AND VEGETATION.
- FIELD ADJUSTMENTS MAY BE NECESSARY UPON THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE.
- TOP OF ROLL-INS SHOULD BE PITCHED A MINIMUM OF 5% IN THE DIRECTION OF TRAVEL FOR THE ROLL-IN.
- ALL RIDING SURFACES TO RECEIVE A MINIMUM OF 4 INCHES OF SCREENED TOP-COAT MIX AS APPROVED.

⊕ R.P. RADIUS POINT OF BERM FOR BIKE FEATURE ID#

ID - BIKE FEATURE ID#
ABB - ABBREVIATION
H - HEIGHT ABOVE FINISH GRADE
R - RADIUS OF INSIDE TOW OF BERM



NOTE

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SCALE: AS SHOWN

DATE: 2/24/23

REV	DATE	DESCRIPTION

DESCRIPTION:

**FEATURES
SCHEDULE**

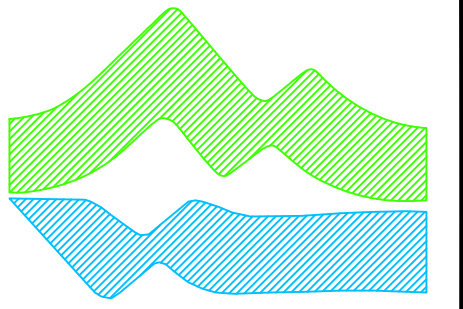
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OF 7 SHEETS

BID SET

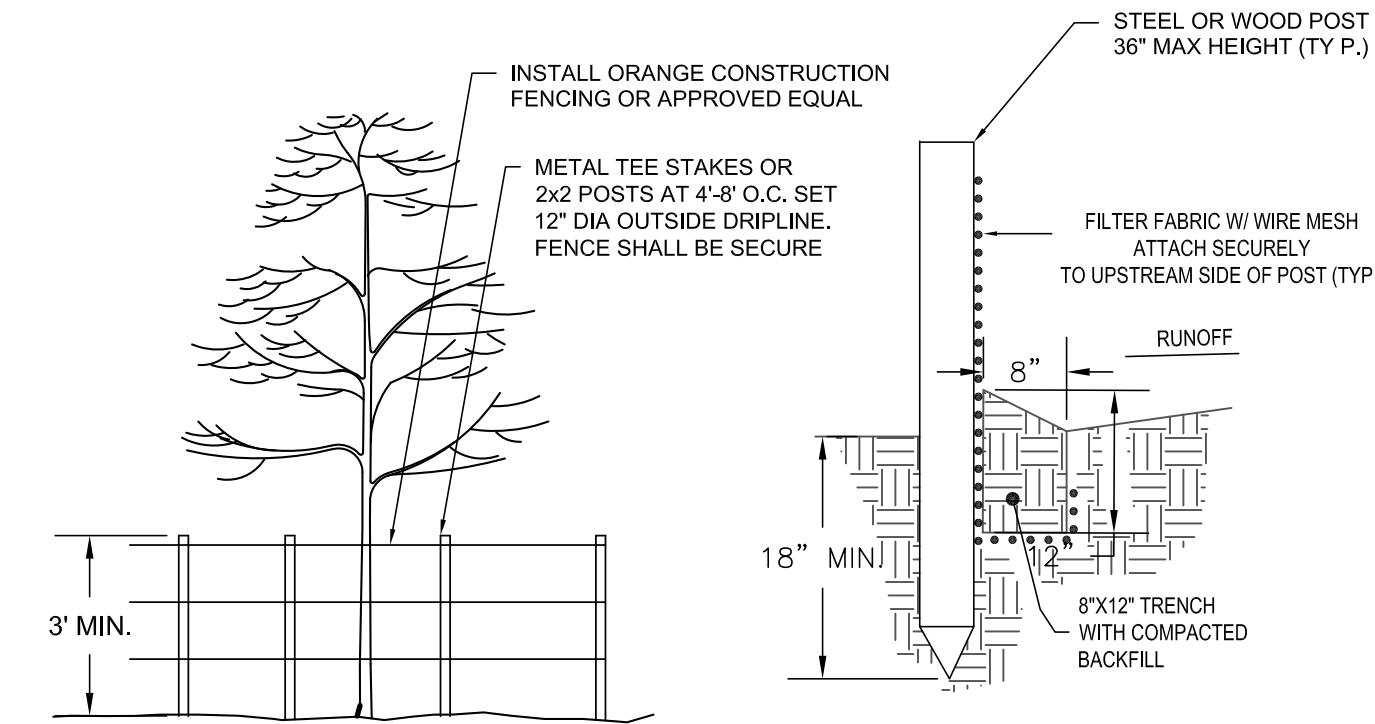
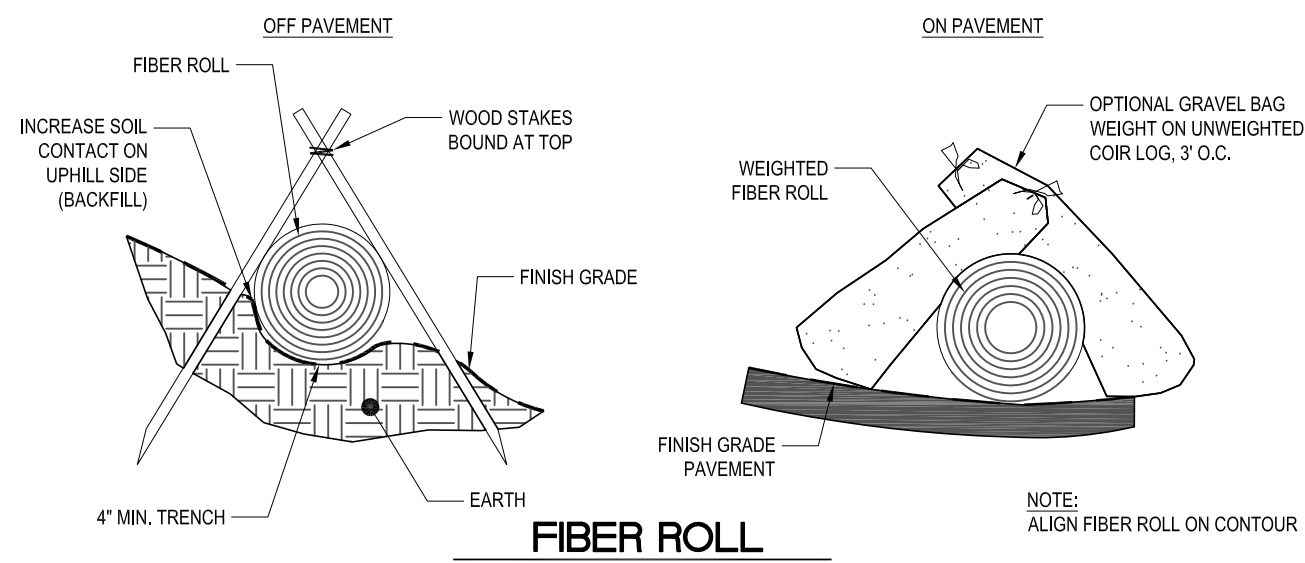
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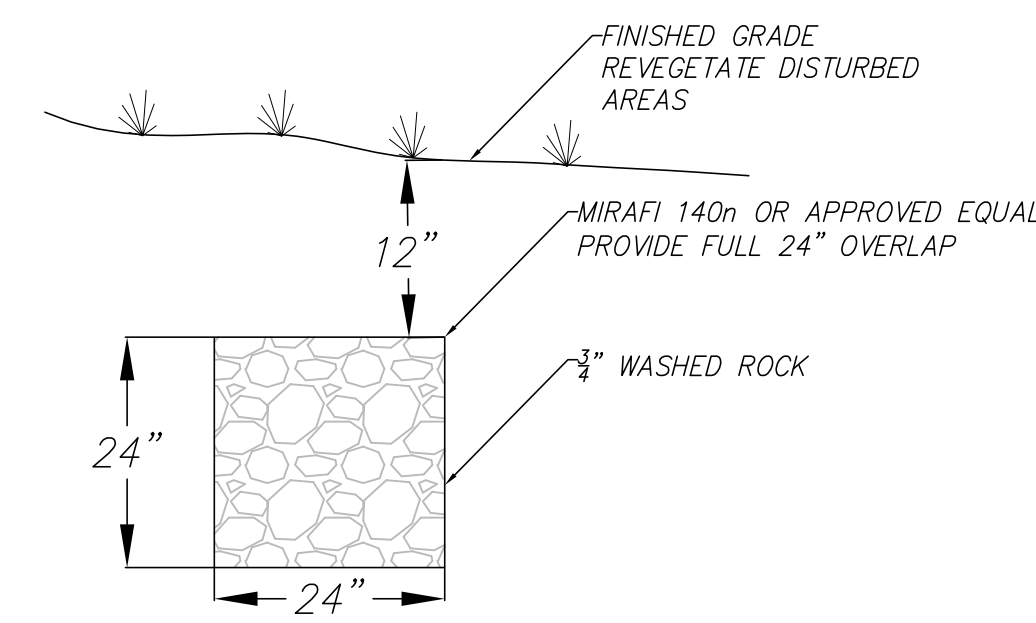
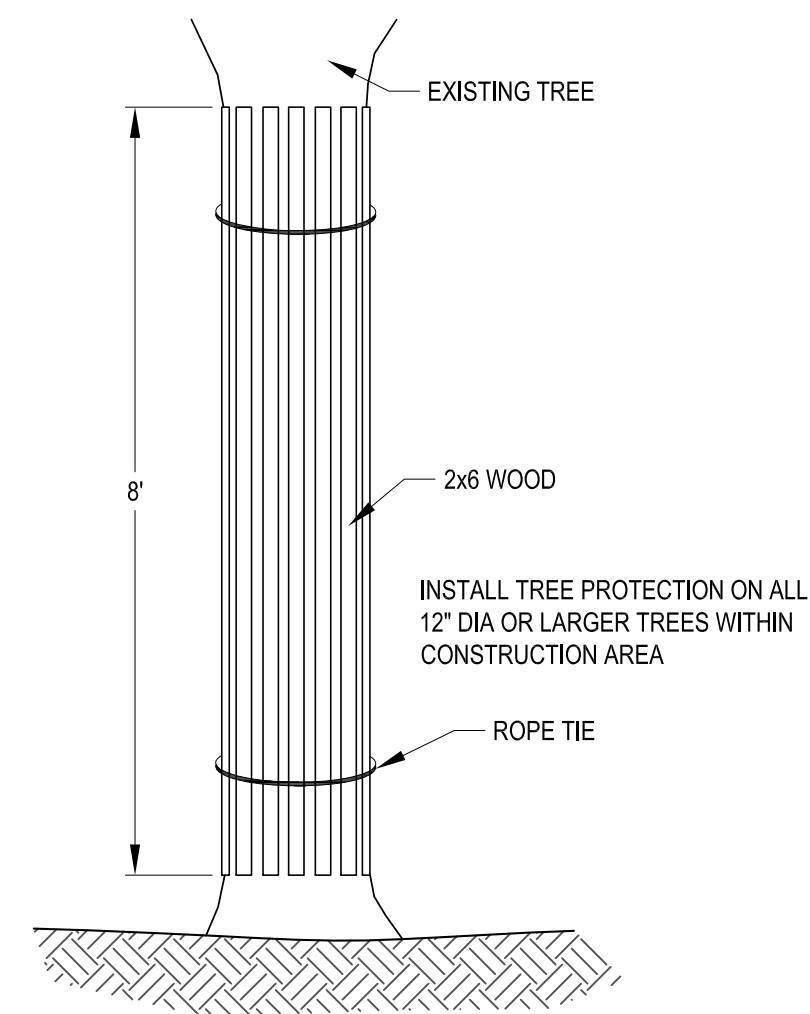
INCLINE BIKE PARK - PHASE II



SOIL + TREE PROTECTION FENCING

NOTES:

1. THE CONTRACTOR SHALL INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. FILTER FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMUM PONDING EFFICIENCY.



1 SOIL + TREE PROTECTION FENCING

N.T.S.

2 TREE PROTECTION FENCING

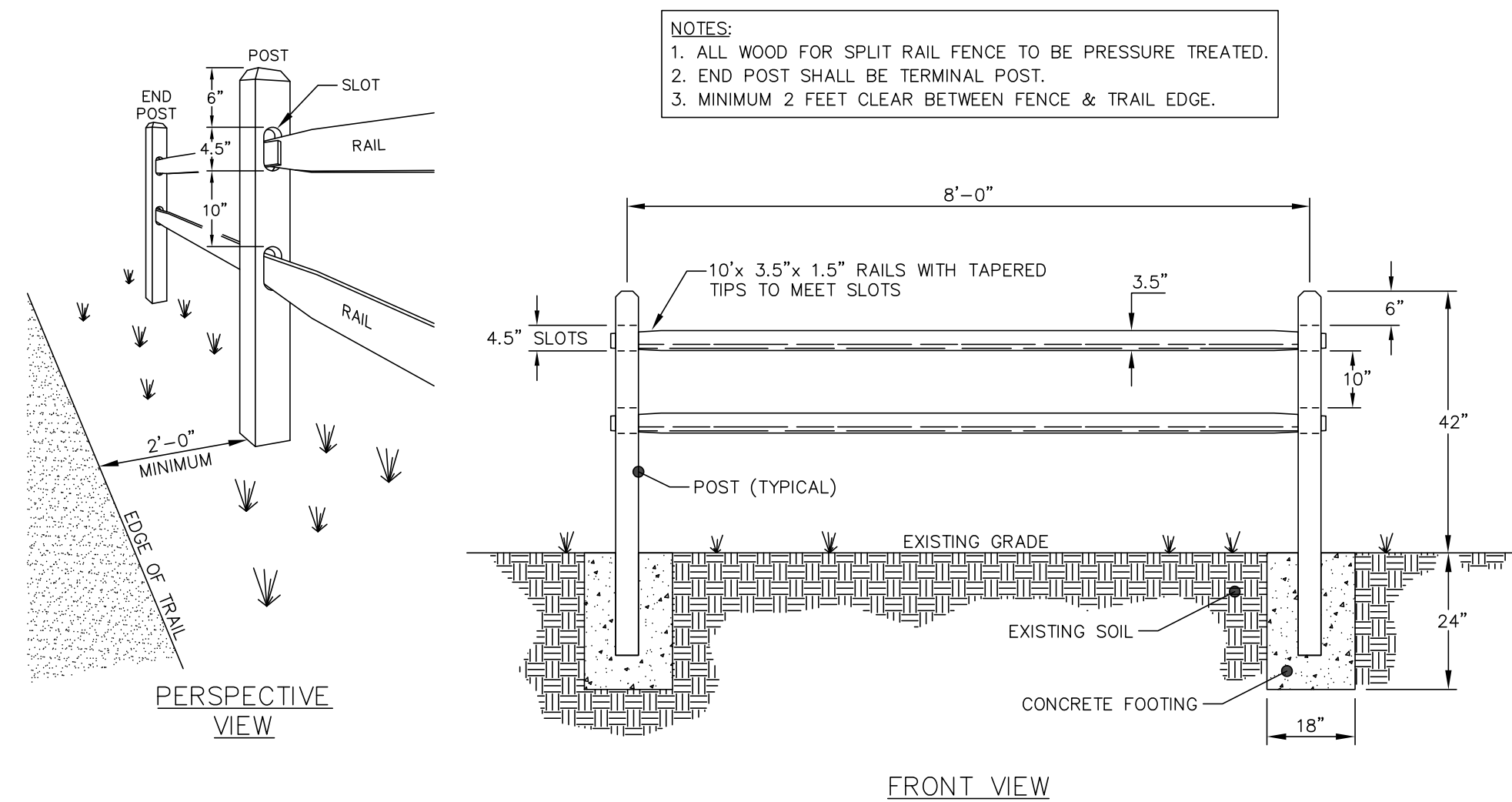
N.T.S.

3 SUBSURFACE INFILTRATION SYSTEM

N.T.S.

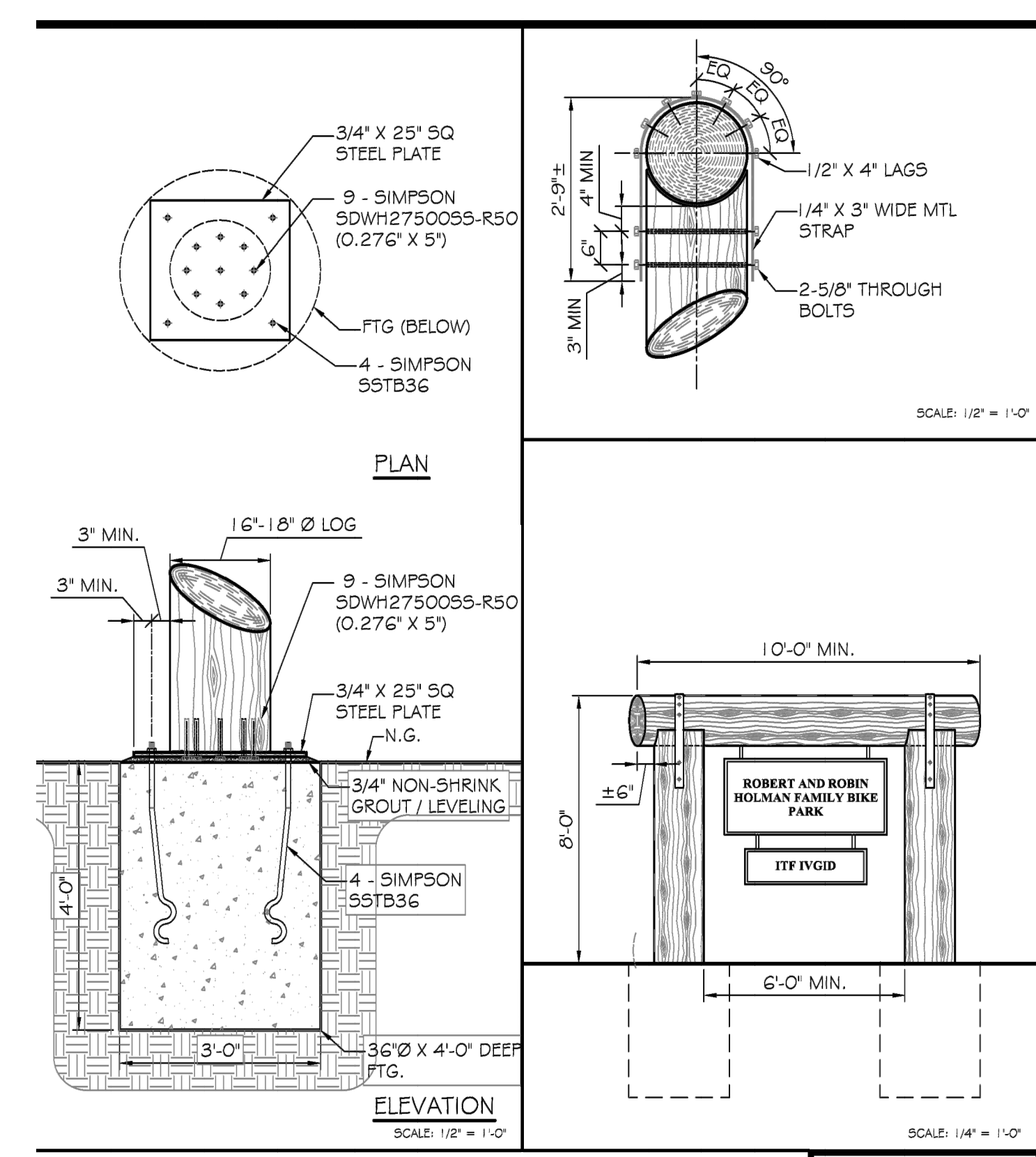
4 NOT USED

N.T.S.



NOTES:

1. ALL WOOD FOR SPLIT RAIL FENCE TO BE PRESSURE TREATED.
2. END POST SHALL BE TERMINAL POST.
3. MINIMUM 2 FEET CLEAR BETWEEN FENCE & TRAIL EDGE.



ITF / IVGID - LOG POST SIGN

SCALE: 1/2" = 1'-0"

SCALE: 1/4" = 1'-0"

ITF ARCHITECTS

ROBERT AND ROBIN BOLMAN FAMILY BIKE PARK

ITF IVGID

5 SPLIT RAIL FENCE

N.T.S.

6 ENTRANCE SIGN

N.T.S.

BID SET

SCALE: AS SHOWN
DATE: 2/24/23

REV DATE	DESCRIPTION

DESCRIPTION:
DETAILS

SHEET:
7
OF 7 SHEETS

3/7/2023

IVGID BIKE PARK PHASE II

Q&A

Q1: I'm not confident that I'm reading this plan correctly in regards to the split rail fence and where it needs to go. On page 4 of the plans, it looks like it's just referring to (1) rectangular (roughly) area measuring approx. 126' when scaled. Is the fence supposed to follow the actual bike path? If so, I don't see where the fence path is supposed to go on these plans.

A1: The split rail fence is intended to back the start ramp (the rectangular area) at the top of the bank; approximately 60LF. The fence does not follow the bike path.

Q2: Page (5) Calls for Catch Basins, what's the depth for the DIs? On page (4) for the Rock Armor Slope, is the call out pointing to the right location? If so, that's not a 2:1 slope. My last question would be on the 3/8" minus material with clay, what's the clay percentage? Any ratio?

A2: Depth of DIs: provide a 24" height DI.

2:1 slope/rock armor: the grading shown is incorrectly indicated. A 2:1 slope is required. Approx. 900SF

Soil specification: The local bike park material identified does not have a specification available with a nominated clay percentage. Approximately 20% clay is typical of this bike ramp material, however, the specified pit and product is the only acceptable material. If a substitute is proposed, it will be the contractors responsibility to demonstrate equivalent soil properties with the nominated product specification (Hobart Mills, "Pump Track Dirt").

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
INCLINE BIKE PARK – PHASE II

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INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
INCLINE BIKE PARK – PHASE II

SPECIAL PROVISIONS

- SP.01 SCOPE: The work to be performed under this Contract consists of furnishing all labor, materials, supplies and equipment, complete and in satisfactory condition, for construction of the Incline Bike Park Phase - 2. Construction of a bike park for outdoor recreation that includes the following elements: Advanced Pump Track, and various bike park elements. Work includes temporary and permanent BMPs, placement of material, grading, drainage, irrigation system, tree removal, potable water system, and winterization.
- SP.02 LOCATION OF WORK: The work to be performed under this contract is located at 969 Tahoe Blvd. Incline Village, NV 89451.
- SP.03 TIME OF COMPLETION: All work under this contract shall be substantially completed by June 30, 2023.
- SP.04 CONTRACT DRAWINGS: The Contract Drawings are titled “Incline Bike Park – Phase II”, Project # 4378LI1604, prepared by Incline Village General Improvement District.
- SP.05 FURNISHED PLANS AND SPECIFICATIONS: The CONTRACTOR will be furnished free of charge two (2) sets of Contract Plans and Specifications for the project
- SP.06 PRE-BID MEETING: A Pre-Bid Meeting will be held as set forth in the BID NOTICE.
- SP.07 TEMPORARY FACILITIES AND SERVICES:
- Power Facilities - The CONTRACTOR shall provide and pay for all power, fuels, and related facilities as required for the construction work of the contract, and shall maintain such facilities until the completion of the contract.
- Sanitary Facilities - CONTRACTOR shall provide sanitary facilities for workers on the project. Workers, subcontractors, etc. are not allowed to use the facilities for golfers under any circumstances.
- Field Office - A field office is not required. However, the CONTRACTOR shall provide an address and telephone number where a responsible representative of the CONTRACTOR can be contacted at all times.
- SP.08 PROTECTION OF EXISTING PROPERTY AND FACILITIES: The existing Tennis Center and Recreation Centers will be in daily operation during the project. The CONTRACTOR shall not interfere with ongoing operations in any way and shall confine his activities to the minimum area necessary to remodel the facilities. Any existing facility, property or equipment damaged by the CONTRACTOR shall be replaced or repaired to its original condition solely at the CONTRACTOR's expense. Trees and other vegetation shall not be damaged. Soils shall not be compacted. Wetland areas will be staked/fenced, by Contractor as part of required TRPA pre-grade, and shall not be disturbed. Any areas impacted by CONTRACTOR will be restored to pre-hydrologic function.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
INCLINE BIKE PARK – PHASE II

SPECIAL PROVISIONS

SP.09 CONSTRUCTION COORDINATION WITH EXISTING UTILITIES: If in the event utilities such as electric, domestic water, irrigation water or natural gas need to be shut down to facilitate construction, a 48 hour written notice shall be given to IVGID and the ENGINEER. Utilities shall only be shut down during the hours of 8:00 am to 4:00pm with no exceptions. IVGID contacts include:

1. Hudson Klein – Principal Engineer (775) 832-2970

SP.010 PRECONSTRUCTION MEETING: Prior to construction start, the General CONTRACTOR will coordinate a planning meeting with the IVGID Principal Engineer and the ENGINEER. The purpose of this meeting will be to discuss site access, construction staging of materials, material deliveries, employee parking, etc.

SP.011 QUESTIONS DURING BID PERIOD: All questions concerning the plans and specifications should be directed to direct IVGID Engineering Division (775) 832-1267.

SP.012 EARTHWORK, BID ITEM #6: The Contractor is bidding for the labor and equipment required to place materials per plans. Transport from staging area(s) is included in Contractors Bid item price.

SP.013 SUBMITTAL OR MANUFACTURER'S DRAWINGS: The CONTRACTOR shall provide a listing of all required project submittals within ten (10) days of the notice to proceed. This listing shall include specification section number and submittal title at a minimum. The CONTRACTOR shall submit to the ENGINEER four (4) copies of shop drawings and other descriptive material as are necessary to adequately describe items proposed to be furnished and to determine their compliance with the specifications and with the design and arrangement shown on the contract drawings. These shall cover, but not be limited to, all mechanical equipment (valves, couplings, etc.), fabricated items, stairs, railings, piping details, vents, foundation, painting, and fall protection/climbing devices.

The CONTRACTOR shall clearly highlight any deviations in the submittals from the plans and specifications and shall be responsible for making all changes and modifications required to accommodate the proposed deviation. Acceptance of any changes and/or modifications shall not relieve the CONTRACTOR from the responsibility of installing all items in a satisfactory and operable condition equal and comparable to that provided by the specified equipment.

The CONTRACTOR is responsible for making shop drawing submittals in a timely manner. No time extensions to the Contract shall be granted because of delays caused by late or incomplete submittals.

Each shop drawing submittal shall be accompanied by a shop drawing transmittal form.

Within ten (10) days after receipt of a submittal the ENGINEER will return two marked up copies indicating one of the following four actions:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
INCLINE BIKE PARK – PHASE II

SPECIAL PROVISIONS

1. If no corrections are required, the copies will be returned marked "APPROVED" and work may begin immediately on incorporating the material and equipment covered by the submittal into the project.
2. If limited corrections are required, the copies will be returned marked "MAKE CORRECTIONS NOTED." Work may begin immediately on incorporating the material and equipment covered by corrected submittal into the project.
3. If insufficient or incorrect data has been submitted, the copies will be returned marked "AMEND & RESUBMIT". No work incorporating the material and equipment covered by this submittal into the project may begin until the submittal has been revised, resubmitted, and returned marked either "APPROVED" or "MAKE CORRECTIONS NOTED".
4. If the submittal is unacceptable, the copies will be returned marked "REJECTED - SEE REMARKS". No work incorporating the material and equipment covered by this submittal into the project may begin until a new submittal has been made and returned marked either "APPROVED" or "MAKE CORRECTIONS NOTED".

The CONTRACTOR shall not change any drawing after it has been marked NO EXCEPTIONS TAKEN or MAKE CORRECTIONS NOTED or change any approved equipment or material without written permission of the ENGINEER.

If more than three submittals for a single item are required because of incorrect or insufficient data, or the submittal is unacceptable, or because the CONTRACTOR wishes to change previously approved material, then all costs incurred by the District for the additional review shall be deducted from monies due the CONTRACTOR.

SP.014 NOTIFICATIONS: The CONTRACTOR shall notify the District in writing at least 48 hours in advance of commencing construction. Contact telephone numbers are included on the plans and permits.

SP.015 MATERIALS TRANSPORT, STORAGE AND DISPOSAL: Prior to the start of construction, the CONTRACTOR shall submit a complete list of all proposed material disposal sites to the District for their review and approval. The CONTRACTOR shall also submit a complete list of proposed materials storage locations, including descriptions and details for temporary erosion protection plans for each storage site.

CONTRACTOR shall submit a list of vehicles and equipment for their review and approval to the District and the ENGINEER.

When hauling is performed over highways or District streets, the loads shall be trimmed, and all material removed from shelf areas of vehicles in order to eliminate spilling of material. The loads shall be watered after trimming to eliminate dust and shall be covered with a suitable tarpaulin to prevent material from being blown out of the truck bed. All loads shall be in compliance with IVGID, TRPA, Nevada State and Washoe County requirements.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
INCLINE BIKE PARK – PHASE II

SPECIAL PROVISIONS

SP.016 RESTORATION OF STRUCTURES AND SURFACES: All restoration work shall be considered as included in the Contract Price and no additional compensation will be provided unless the ENGINEER orders restoration work beyond pre-existing conditions.

- A. Structures, Equipment & Pipe work: The CONTRACTOR shall remove such existing structures, equipment, and pipe work as may be necessary for the performance of the work. He shall rebuild or replace the items thus removed in as good a condition as found, except for items shown or called to be abandoned on the drawings. The CONTRACTOR shall repair any existing structures that may be damaged as a result of his work. Damage caused by the CONTRACTOR's carelessness or negligence shall be repaired or replaced at his expense.
- B. Curbs, Gutters, Driveways and Sidewalks: All curbs, gutters, driveways, sidewalks and similar structures that are broken or damaged by the installation of the work shall be reconstructed by the CONTRACTOR. Reconstruction shall be of the same kind of materials with the same finish and in not less than the same dimensions as the original work. Repairs shall be made by removing and replacing the entire portions between joints or scores and not merely refinishing any damaged part. All work shall match the appearance of the existing improvements as nearly as possible. Damage caused by the CONTRACTOR's carelessness or negligence shall be repaired or replaced at his expense.
- C. Roads and Streets: All roads and streets in which the surface is removed, broken or damaged, or in which the ground has caved or settled due to work under this contract, shall be completely resurfaced and brought to the original grade and crown section unless otherwise indicated. Before resurfacing material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces, and shall be free of any loose material. Roadways used by the CONTRACTOR for hauling materials, equipment, supplies, etc., shall be cleaned and repaired if the condition of the roadway is damaged or otherwise affected due to the CONTRACTOR's operations.
- D. Cultivated Areas and Other Surface Improvements: All cultivated and natural areas, either agricultural or ornamental, and other surface improvements which are damaged by actions of the CONTRACTOR shall be restored, including roadside drainage ditches, nearly as possible to their original condition.

SP.017 PROJECT COMPLETION, RESTORATION AND EROSION CONTROL: In accordance with the Tahoe Regional Planning Agency and Washoe County Guidelines for erosion control, all land disturbance associated with project construction is prohibited between October 15th and May 1st. In accordance with this requirement, the project shall be completed by October 15, 2023, including restoration of all slopes, the removal of all surplus material and the revegetation of disturbed areas per the Technical Specifications.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
INCLINE BIKE PARK – PHASE II

SPECIAL PROVISIONS

Should the project not be completed by October 15, 2023, the CONTRACTOR shall winterize all disturbed ground prior to October 15, 2023 in accordance with the TRPA requirements for Best Management Practices (BMPs) at no cost to the District. The CONTRACTOR shall be responsible to maintain the winterization BMPs until the project is resumed in the spring of 2023.

- SP.018 CLEAN UP: After completing all work, the CONTRACTOR shall leave the site in a neat and clean condition, doing such clean-up as is required by the plans, or if not called for on the plans, restore the site to it's original condition. Any existing features, improvements, structures and the facilities damaged or affected by the work shall be replaced, repaired or restored to their original condition or better by the CONTRACTOR. CONTRACTOR shall satisfactorily restore all staging areas and areas of disturbance to achieve TRPA permit final and winterization.
- SP.019 CONTRACTOR QUALIFICATIONS: The CONTRACTOR shall hold a valid Class A CONTRACTOR's license under the rules and regulations of the State of Nevada at bid time and at all times during performance of the Work.
- SP.020 CULTURAL RESOURCES INADVERTENT DISCOVERY PLAN: “In the event cultural resources are discovered during subsurface excavations at locations of the work, the CONTRACTOR shall cease all construction operations at the location of such cultural resource find until such time that a qualified archeologist can be called to assess the value of the resources and make recommendations to the State Historic Preservation Officer for further direction. If the State Historic Preservation Officer or the ENGINEER directs the work be temporarily ceased at the location of the cultural find, the CONTRACTOR shall temporarily suspend the work at the location.”
- SP.021 WORK DURING DISPUTES: No claim, potential claim, dispute or controversy shall interfere with the progress and performance of the Work or any changes thereto, and CONTRACTOR shall proceed as directed by District in all instances with its Work, including any disputed Work, or any changes thereto and that any failure of CONTRACTOR to comply herewith and to proceed with its work shall automatically be deemed a material breach of this Contract entitling District to all remedies available under the Contract Documents and applicable law. Except as provided elsewhere in the Contract Documents, Agency shall continue to make payments in accordance with the Contract.
- SP.022 INSPECTION REQUIREMENTS: Inspections will be per ENGINEER.
- SP.023 CONSTRUCTION WATER: Construction water will be made available by the District at no cost to the CONTRACTOR. Should it be necessary, water will be metered by a District and the CONTRACTOR shall complete the meter rental form provided by IVGID.
- SP.024 UNCLEAR DIRECTION IN PLANS: At any time during the project when field conditions do not match plans or questions arise or plans are unclear, the CONTRACTOR is directed to notify ENGINEER immediately via a written request for information (RFI). Any work performed in conflict to the plans or that is unclear in the

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plans will be the responsibility of the CONTRACTOR to adjust/fix/amend to the ENGINEER’S original design intent, at no cost increase to the District. In all cases, IBC compliance is required.

SP.025 CLOSE-OUT OF PROJECT: CONTRACTOR shall comply with the Districts requirements regarding project close-out including but not limited to (see General Conditions and Specifications for further information):

1. Present initial CONTRACTOR punch list to the ENGINEER
2. Respond to initial ENGINEER’S generated punch list
3. Present final CONTRACTOR punch list to the ENGINEER
4. Respond to final ENGINEER’S generated punch list

SP.026 DUMPSTER ON SITE: CONTRACTOR shall maintain a suitable dumpster for trash on site (staging areas) at all times. Dumpster shall be emptied prior to any over-flow of debris out of the dumpster.

No food waste shall be placed in unsecure dumpsters. Food waste, including but not limited to food, wrappers, drink bottles, cups, bags, cans, etc. shall be disposed of in a bear-proof container or removed from the site entirely.

SP.027 RECYCLING OF CONSTRUCTION WASTE: CONTRACTOR shall make every effort to recycle construction waste. At a minimum, a separate container for each of the following shall be provided: wood, metal, plastics, trash. The District shall be notified as to the location of each of these containers. Construction waste shall be sorted accordingly.

SP.028 CONCRETE: All concrete shall be 3500 psi; from ready mix manufacturer. CONTRACTOR to provide mix design as a submittal for approval. No strength testing is required by contractor as design strength is for climate and not structural purposes.

SP.029 BID ITEM DESCRIPTIONS:

1. **Mobilization/Demobilization**: Includes all work required to mobilize, prepare for construction and de-mobilize at the end of the project. Includes traffic control, general conditions, all equipment, equipment transport, and any incidentals required to perform the work. At end of the project, this bid item includes all efforts to demobilize, remove trash, remove surplus materials, restore any areas impacted by the Work, de-compact and place wood chip mulch on all bare and/or disturbed soil areas. All wood chip mulch will be donated/provided by the owner and delivered to the site. Contractor shall notify IVGID 48 hours prior to the requested delivery date. To be paid for as a lump sum price.

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2. **Temporary BMPs:** Includes installation of temporary erosion control fiber roll, temporary soil and tree protection fencing and individual tree protection as shown on the Plans and as directed by the Engineer. Includes all preparations and compliance work for passing TRPA Pre-Grade Inspection. To be paid for as a lump sum price.
3. **Clearing and Grubbing:** Includes all work including, but not limited to, clearing and grubbing, dust control, processing of material, removal of unsuitable material, off-haul. To be paid for as a lump sum price.
4. **Earthwork – Import and Features:** Includes all time, equipment, and materials to be imported to the project site to construct the Advanced Pump Track. To be paid for as a lump sum price.
5. **Pump Track Construction:** Includes all work and scheduling of work to build the advance pump track as shown on the project plans. Includes moisture conditioning, compaction, dust control, grading and fine grading, and processing of material. To be paid for as a lump sum price.
6. **Landscape & Revegetation:** Includes all work to plant and seed Incline Bike Park according to the plans. Includes all materials, equipment, and labor. To be paid for as a lump sum price.
7. **Pump Track Drainage System:** Includes all work required to install drainage inlets, conveyance piping, outlets, and drywell as shown on the plans, construction details, and manufacturer’s recommendations. Includes all excavation, materials, fittings, inlets, junction boxes, grates, backfill, subsurface infiltration system, and all labor required to provide a functioning drainage system. To be paid for as a lump sum price for complete functioning pump track drainage system.
8. **Signage:** Includes all work required to install the Incline Bike Park sign. This includes all materials, fitting, excavation. To be paid for as a lump sum price.

END OF SECTION

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SECTION 01100 - SUMMARY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Use of premises.
 - 4. Owner's occupancy requirements.
 - 5. Work restrictions.
 - 6. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Incline Village General Improvement District – Incline Bike Park - Phase II
- B. Project Location: 969 Tahoe Blvd. Incline Village, NV 98451
- C. Owner: Incline Village General Improvement District (IVGID). 1220 Sweetwater Road Incline Village, NV 89451
- D. Project Coordinator: Hudson Klein, IVGID 1220 Sweetwater Road Incline Village, NV 89451 775-832-2970
- E. The Work consists of the following:

The work to be performed under this Contract consists of furnishing all labor, materials, supplies and equipment, complete and in satisfactory condition, for construction of the Incline Bike Park Phase - II. Construction of a bike park for outdoor recreation that includes the following elements: Pump Track and various bike park elements. Work includes temporary and permanent BMPs, tree removal, placement of material, grading, drainage, feature assembly and install, and winterization.

1.4 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations within the vegetation fencing as shown on the plans.

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Construction access shall be from Incline Way to project area, during construction period.

- B. Use of Site: Limit use of premises to areas within the construction fencing limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to the area indicated on the drawings.
 - a. Limit site disturbance, including earthwork and clearing of vegetation, to limits indicated on plans including: 5 feet beyond utility trenches.
 - 2. Construction Entrance: Keep entrance serving premises clear and available to Owner and maintenance vehicles.

1.5 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7:30 a.m. to 5:30 p.m., Monday through Friday.
 - 1. Weekend Hours: Upon Owner's prior approval.
 - 2. Early Morning Hours: None.
 - 3. Hours for Utility Shutdowns: Upon Owner's prior approval.
- B. Nonsmoking Grounds: Smoking is not permitted on property.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

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2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 1 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 2. Division 1 Section "Closeout Procedures" for submitting warranties.
 - 3. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Divisions 2 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals as requested by Contractor.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - a. Engineer makes no representations as to the accuracy or completeness of digital drawing files as they relate to the Contract Documents.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

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- a. Engineer reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Provide a list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
- 1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 - 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 14 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
- E. Identification: Place a permanent label, title block or cover sheet on each submittal for identification.
- 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.

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- F. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer and Construction Manager will return submittals, without review, received from sources other than Contractor.
 - 1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "Approved" or "Make Corrections Noted."
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating "Approved" or "Make Corrections Noted".
- L. If more than three submittals for a single item are required because of incorrect or insufficient data, or the submittal is unacceptable, or because the Contractor wishes to change previously approved material, then all costs incurred by the Owner for the Additional review shall be deducted from monies due the Contractor.

1.5 CONTRACTOR'S USE OF ENGINEER'S CAD FILES

- A. General: At Contractor's written request, copies of Engineer's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. The Engineer and his consultants shall be fully indemnified and held harmless for any and all responsibility arising from the use of CAD files to the fullest extent of the law, including all expenses such as reasonable attorney fees, court costs, etc.

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PART 2 PART 2 – PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Submit electronic submittals directly to extranet specifically established for Project.

- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 - 4. Submit Product Data before or concurrent with Samples.
 - 5. Number of Copies: Where not digital provide two (2) copies of Product Data, unless otherwise indicated. Engineer will return one (1) copy. Mark up and retain copy as a Project Record Document.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Engineer's CAD Drawings are otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.

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- h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 - 3. Number of Copies: Where not digital submit three (3) opaque (bond) copies of each submittal. Engineer will return one (1) copy.
 - 4. Number of Copies: Where not digital submit three (3) opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit three (3) copies where copies are required for operation and maintenance manuals. Engineer will retain (1) one copy. Mark up and retain copy as a Project Record Drawing.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two (2) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer, through Construction Manager, will return submittal with options selected.
 - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured

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and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit two (2) sets of Samples. Engineer will retain one (1) Sample set. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least five sets of paired units that show approximate limits of variations.

- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.
 4. Number of Copies: Where not digital submit three (3) copies of product schedule or list, unless otherwise indicated. Engineer will return one (1) copy.
 - a. Mark up and retain copy as a Project Record Document.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 1. Name, address, and telephone number of entity performing subcontract or supplying products.

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2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three (3) copies of subcontractor list, unless otherwise indicated. Engineer will return one (1) copy.
 - a. Mark up and retain copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Where not digital submit three (3) copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- C. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- D. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- E. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- F. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.

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5. Required adjustments.
 6. Recommendations for cleaning and protection.
- G. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- H. Construction Photographs: Comply with requirements specified in Division 1 Section "Photographic Documentation."
- I. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Engineer, except as required in "Action Submittals" Article.
1. Engineer will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

PART 3 EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with "Reviewed" stamp before submitting to Engineer.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
1. APPROVED
 2. MAKE CORRECTIONS NOTED
 3. AMEND AND RESUBMIT
 4. REJECTED – SEE REMARKS
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable without prior approval, will be considered nonresponsive, and will be returned without review.

Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

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SECTION 01400 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, Project Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer or Project Manager.

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- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e. plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- I. Experience: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

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1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting,
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

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- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated in this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL; A nationally recognized testing laboratory according to 29 CFR 191 0.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities including the following:

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- a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, through Project Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

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3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures".
- D. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Testing Agency Responsibilities:** Cooperate with Engineer, Project Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer, Project Manager's, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel, Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.

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- 7. Security and protection for samples and for testing and inspecting equipment at Project site.

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessary of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
 - 1. Distribution: Distribute schedule to Owner, Engineer, Project Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
 - 1. OWNER may perform geotechnical compaction testing to determine suitability of any placed materials.

- B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Engineer, Project Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer, through Project Manager, with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected work.

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PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

- A. Any testing agency qualified to perform required testing.

3.2 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected,
 - 3. Date test or inspection results were transmitted to Engineer.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
 - 5. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Engineer's and Project Manager's reference during normal working hours.

3.3 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Division I Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

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SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service

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performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 5. Engineer's Action: Engineer will respond in writing to Contractor within 7 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration, identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use form provided by CM or Owner.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.

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- b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time, if specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance; Change Order.
 - b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product and fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

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1. Engineer's Action: If necessary, Engineer will request additional information of documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of a comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
 - b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.

- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

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- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
 - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product, and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 - 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

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PART 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 - 5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
 - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 - 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

- B. Product Selection Procedures:
 - 1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 - 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 - 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply

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- with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
 8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
 9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
 10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Engineer will consider requests for substitution if received within 30 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Engineer.
- B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and

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- evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
 5. Samples, if requested.

PART 3 EXECUTION (Not Used)

END OF SECTION

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SECTION 01740 - WASTE MANAGEMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of each prime Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Contractor shall implement procedures to minimize the creation of construction and demolition waste on the job site. As many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.
- B. The Contractor shall develop a Waste Management Plan as defined in this Section and submit for review by the Owner, Construction Manager, and Engineer.

1.3 DEFINITIONS

- A. Waste Materials: construction materials that are excess to the contract requirements and which can not be effectively used in the Work.
- B. Salvage Materials: waste materials or materials that are existing on the site that can be reused, either on site or by another entity.
- C. Recyclable Waste: waste materials that are existing on site or are generated during the construction process that can be recycled/remanufactured into another material.
- D. Categories of salvageable or recyclable waste include the following:
 - 1. Existing Vegetation: includes sod, shrubs, plants, and trees that will be disturbed or removed during construction.
 - 2. Land Clearing Debris: solid waste generated from land clearing operations, such as stumps, woody debris, limbs and brush, clean soil, etc. Does not include rock, concrete or chemically treated landscape timbers.
 - 3. Concrete, Masonry, and Other Inert Fill Material: concrete, brick, rock, broken up asphalt pavement, clay, and other inert (non-organic) materials.
 - 4. Metals: metal scrap including iron, steel, copper, brass, and aluminum; includes beverage containers, packaging materials (such as metal banding), fencing, reinforcing bar, wiring, plumbing, etc.

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5. Untreated Wood: unpainted, untreated dimensional lumber, wood edging, wood shipping pallets, etc. Does not include chemically treated, pressure treated or creosote treated wood.
 6. Engineered Wood Products: plywood, oriented strand board, masonite, particleboard, manufactured trusses and beams, and glue-laminated timbers.
 7. Gypsum Wallboard: excess drywall construction materials including cuttings, other scrap, and excess materials.
 8. Cardboard: clean, corrugated cardboard such as used for packaging, etc.
 9. Paper Goods:
 - a. Office paper: includes any paper, such as manufacturer instruction, specification sheets, files, correspondence, packaging, stiffeners, etc.
 - b. Newsprint: shredded or whole newspaper goods.
 10. Plastic: beverage containers, packaging materials (such as polystyrene "peanuts" and expanded polystyrene), containers (other than those used for hazardous materials), vinyl products, etc.
 11. Glass: includes glass beverage containers, and recyclable glass building materials.
 12. Insulation: rigid foam, batt, and loose fill insulation materials.
 13. Carpet: face fiber, backing, padding, and carpet cushion scrap.
 14. Paints: unused portions of paints and coatings applied on-site.
 15. Fabric: uncontaminated fabric scraps.
 16. Rubber: uncontaminated rubber scraps, including but not limited to recycled-content rubber flooring, rubber edging, tires that are no longer serviceable, etc.
 17. Other: any additional materials identified on-site to be valued for salvage, reuse, or recycling by the Contractor, Owner, Construction Manager, or Engineer.
- E. Non-Recyclable Waste: All waste materials that are not able to be recycled, due to contamination, lack of recycling facilities or salvage options, or high cost.
- F. Source Separated: Materials that are separated on-site by category.
- G. Co-Mingled: Several types of construction waste that are combined in a single container. Co-mingling of recycling waste must be approved by the identified recycling facility.
- H. Hazardous Waste: Any substance whose handling and/or disposal is regulated as hazardous waste by local, state, or federal authorities.
- 1.4 QUALITY ASSURANCE
- A. Regulatory Requirements: Comply with all applicable federal, state, and local ordinance and regulation requirements for recycling and waste management.

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- B. Disposal Sites, Recyclers, and Waste Materials Processors: Use only facilities properly permitted by state and local authorities.
- C. Preconstruction Waste Management Conference: Prior to beginning work at the site, schedule and conduct a conference to review the Construction Waste Management Plan and discuss procedures, schedules and specific requirements for waste materials recycling and disposal. Discuss coordination and interface between the Contractor and other construction activities. Identify and resolve problems with compliance with requirements. Record minutes of the meeting, identifying all conclusions reached and matters requiring further resolution.
 - 1. Plan Revision: Make any revisions to the Construction Waste Management Plan agreed upon during the meeting and incorporate resolutions agreed to be made subsequent to the meeting. Submit the revised plan to the Owner, Construction Manager and Engineer for approval.
- D. Implementation:
 - 1. Designate an on-site party responsible for instructing workers and implementing the Construction Waste Management Plan.
 - 2. Distribute copies of the Construction Waste Management Plan to the job site foreman and each subcontractor.
 - 3. Include waste management and recycling in worker orientation.
 - 4. Provide on-site instruction on appropriate separation, handling, recycling, and salvaging methods to be used by all parties at the appropriate stages of the work at the site.
 - 5. Prominently display Waste Management Plan and clearly mark all containers and areas on site dedicated to source separation.
 - 6. Include waste management and recycling discussion in pre-fabrication meetings with subcontractors and fabricators.
 - 7. Also include discussion of waste management and recycling in regular job meetings and job safety meetings conducted during the course of work at the site.

1.5 STORAGE AND HANDLING

- A. Salvage Materials: Provide protective handling and storage as required for all items identified for salvage and reuse by the Owner, Construction Manager, or Engineer.
- B. Recyclable Waste: Remove all recyclable materials, as identified in the Waste Management Plan, from the work location to approved containers daily. Failure to remove waste materials will be considered cause for withholding payment and/or termination of Contract.
- C. Provide separate collection containers as required by recycling haulers and to prevent contamination of materials, including protection from rain as applicable.

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- D. Replace loaded containers with empty ones as demand requires.
- E. Handling: Deposit all indicated recyclable materials in the containers in a clean (no mud, adhesives, solvents, petroleum contamination), debris-free condition. Do not deposit contaminated materials into the containers until such time as such materials have been cleaned.
- F. If contamination chemically combines with the material so that it can not be cleaned, do not deposit into the recycle containers.

1.6 PROJECT SITE CONDITIONS

- A. Environmental Requirements: Transport recyclable waste materials from the Work Area to the recycle containers and carefully deposit in the containers in a manner to minimize noise and dust. Close container covers immediately after materials are deposited. Do not place recyclable waste materials on the ground adjacent to a container.
- B. Existing Conditions: Coordinate with "Instructions to Bidders" and "Supplementary Conditions".
- C. Food Waste: Shall be placed in "bear proof" waste containers.

PART 2 PRODUCTS

2.1 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Construction Waste Management Plan: Contractor shall develop a construction waste management plan indicating proposed methods for collection, segregation, and removal of all construction wastes and debris produced by the work of this Contract, including all costs associated with this plan. Those waste materials produced during the course of this Contract that can be recycled cost-effectively, shall be. The Waste Management Plan shall include, at a minimum, the following:
 - 1. Provide an analysis of jobsite waste to be generated, including types and quantities.
 - 2. Provide strategies for salvage, reuse, or recycling for a minimum of all materials listed below. Include additional waste materials that are deemed cost-effective to salvage, reuse, or recycle. See "Definitions" above for material categories.
 - 3. Provide documentation to justify decision not to recycle any items listed below.
 - 4. Show compliance with applicable state and local ordinances and regulations.
 - 5. Include a list of recycling facilities to which indicated recyclable materials will be distributed for disposal.

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6. Identify materials that are not recyclable or otherwise conservable that must be disposed of in a landfill or other means acceptable under governing State and local regulations.
 7. List permitted landfills and/or other disposal means to be employed.
 8. Indicate any instances where compliance with requirements of this Section does not appear to be possible and request resolution from the Engineer.
- B. Waste Materials: The following materials shall be salvaged or recycled according to this specification. Strategies for salvage and recycling shall be identified in the Waste Management Plan as required above.
1. Salvage Materials: Identify materials existing on site that are candidates for salvage and reuse, either on this Project or through sale or donation to local organizations.
 2. Recyclable Materials: The following materials, at a minimum, shall be salvaged or recycled. Applies to all such listed waste materials produced during the course of this Contract.
 - a. Land Clearing Debris
 - b. Concrete, Masonry, and Other Inert Fill Material
 - c. Metals
 - d. Untreated Wood
 - e. Gypsum Wallboard Scrap
 - f. Cardboard
 - g. Paper Goods
 - h. Beverage Containers
 - i. Plastic
 - j. Glass
 - k. Carpet
- C. Delivery Receipts: Maintain copies of delivery receipts for waste materials salvaged and sent to permitted waste materials processors or recyclers that indicate the location and name of firm accepting recyclable waste materials, types of materials, net weights of each type, date of delivery and value of materials.
- D. Maintain working copy of Construction Waste Management Plan at site for review by Owner, Construction Manager, Engineer, and all Trades involved in Project.

PART 3 EXECUTION

3.1 WASTE MANAGEMENT

- A. General: Implement waste management procedures in accordance with approved construction waste management plan. Maintain procedure throughout the life of this Contract.

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- B. Source Separation: Separate, store, protect, and handle at the project site all identified recyclable and salvageable waste products to prevent contamination of materials and maximize recyclability and salvageability of materials.
- C. Collection: Arrange for timely pickups from the site or deliveries to approved recycling facilities of designated waste materials to keep construction site clear and prevent contamination of recyclable materials. Maintain records accessible to the Contracting Officer's Representative for verification of construction waste materials recycling.
- D. Delivery Receipts: Keep and maintain records of all deliveries to recycling facilities and all pickups of waste materials at the site by others as specified above.
- E. Salvage and Reuse: Identify salvage and reuse options for all materials that are deemed to be reusable, but will not be reused on this Project.
- F. Non-Recyclable Waste: Collect and segregate non-recyclable waste for delivery to a permitted landfill site.
- G. Hazardous Waste: Control and dispose of hazardous waste in accordance with local, state, and federal regulations.

END OF SECTION

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SECTION 01770 – CLEANING AND CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final Winterization BMPs.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Division 1 Section "Demonstration and Training" – NOT USED
 - 4. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs and photographic negatives, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

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7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 9. Complete final cleaning requirements, including mulching, and final winterization.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements if required.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate of Completion after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

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1. Organize list of spaces in sequential order, starting with areas nearest temporary construction entrance and utility trenching and working in toward the restroom.
2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer and Construction Manager.
 - d. Name of Contractor.
 - e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage surfaces. Use Low or No V.O.C. cleaning agents with "biodegradable" on the label.

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PART 3 EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average final construction cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to site.
 - f. Remove labels that are not permanent.
 - g. Touch up or remove paint as required. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - h. Perform all cleaning, mopping, and dusting of all interior surfaces and areas. There shall be no dust or debris on equipment, wall edges, partitions, and/or sills.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

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SECTION 02200 - SITE PREPARATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section Includes: Clearing project site.

1.3 DEFINITIONS

- A. Clearing: Consists of removal of natural obstructions and existing fences, stumps, brush, weeds, rubbish, trees (Non-marketable), boulders, and any other items, which shall interfere with construction operations or are designated for removal.
- B. All marketable trees will be identified by others prior to the start of site preparation and the Engineer will be informed as to the results of the finding of the timber harvester.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Verify and comply with applicable regulations regarding those governing noise, dust, nuisance, drainage and runoff, fire protection, and disposal.
- B. Pre-construction Conference: Meet with Engineer to discuss order and method of work.
- C. BMPs must be installed prior to site clearing work.

1.5 PROJECT CONDITIONS

- A. Existing Conditions:
 - 1. Verify character and amount of clay, sand, gravel, quicksand, water, rock, hardpan, and other material involved and work to be performed.

1.6 SEQUENCING AND SCHEDULING

- A. Clearing: Perform clearing in advance of any grading operations.

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PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine site and verify existing conditions prior to beginning work.
- B. Location of Underground Utilities: Contractor to locate and verify all existing utilities. This may include but is not limited to pot holing, rodding or other Engineer approved methods. Pot holing to locate site utilities shall be included in the various contract item prices.

3.2 PREPARATION

- A. Protect existing improvements from damage by site preparation work. Install vegetation protection fence at drip line of trees and/or erosion control measures to remain as indicated on the Construction Drawings and Best Management Practices (BMP) plan.

3.3 INSTALLATION

- A. Clearing:
 - 1. Clear areas where construction is to be performed and other areas as indicated on the Drawings or specified in this Section of fences, stumps, brush, roots, weeds, trees (Non-marketable), shrubs, rubbish, and other objectionable material of any kind which, if left in place, would interfere with proper performance or completion of the work, would impair its subsequent use, or form obstructions therein.
 - 2. Do not incorporate organic material from clearing operations in fills and backfills.
- B. Trees/logs shall to be ground or chipped on site. Grindings/chips are to be stockpiled and/or used on site.
- C. Tree limbs and other suitable woody material shall be ground/chipped on sight and the resultant “chips” used for soil stabilization and other BMPs.

END OF SECTION

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SECTION 02223 - TRENCHING, BACKFILLING AND COMPACTING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Section 02230: Clearing and Grubbing
- B. Section 02240: Dewatering
- C. Section 02300: Earthwork
- D. Section 02751: Site Concrete Pavement

1.2 SUMMARY

- A. The work of this section consists of trenching and backfilling for the construction and installation of pipelines, conduits and cables. All trenching will be open cut, unless otherwise approved in writing. It includes all clearing and grubbing, trenching or tunneling, shoring, construction of cribbing and cofferdams, dewatering, incidental work, offhaul, and providing specified backfill.

1.3 SUBMITTALS

- A. Submit copies of a report from a testing laboratory verifying that material conforms to the specified gradations of characteristics for granular material, imported sand, rock refill for foundation stabilization, and water, per Section 01330 Submittals.
- B. Submit method of compaction in pipe zone including removal sequence of shoring where required.
- C. Provide written description of barricading, shoring, cribbing, bracing, and sloping precautions when required by conditions encountered in field.

1.4 PROJECT CONDITIONS

- A. Obtain all required permits and licenses before installing utilities under existing roads, and follow the rules and requirements of the authority having jurisdiction.
- B. Arrange construction sequences to provide the shortest practical time that the trenches will be open to avoid hazard to the winery staff, subcontractors, and public, and to minimize the possibility of trench collapse.

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1.5 ROCK EXCAVATION

- A. Rock excavation is anticipated on the project site in limited amounts and shall be included in the contract price for the various items of site work.

1.6 TESTING FOR COMPACTION

- A. The Engineer will test for compaction at locations determined by the Engineer.
- B. Relative compaction is defined as the ratio, in percent, of the as-compacted dry density to the laboratory maximum dry density. The laboratory maximum dry density is defined in accordance with ASTM D 1557, latest edition.
- C. Where compaction tests indicate a failure to meet the specified compaction, the Engineer will take additional tests every 50 feet in each direction until the extent of the failing area is identified. Rework the entire failed area until the specified compaction has been achieved.

1.7 STREET ZONE

- A. The street zone includes the asphalt concrete and aggregate base pavement section placed over the trench backfill.

1.8 TRENCH ZONE

- A. The trench zone includes the portion of the trench from the top of the pipe zone to the bottom of the street zone in paved areas or to the existing surface in unpaved areas.

1.9 CONDUIT ZONE

- A. The conduit zone shall include the full width of trench from bottom of the pipe or conduit, as shown on the Plans.

1.10 PIPE ZONE

- A. The pipe zone shall include the full width of trench from the top of the conduit zone to a horizontal level 12-inches above the top of the pipe, as shown on the Plans.

PART 2 PRODUCTS

2.1 MATERIAL FOR BACKFILL - STREET ZONE

- A. In accordance with Incline Village General Improvement District and/or Washoe County specifications.

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2.2 PIPE BASE AND CONDUIT ZONE MATERIAL

- A. Pipe base and conduit zone material shall be excavated native material, screened to ¾-inch maximum dimension.

2.3 PIPE ZONE MATERIAL

- A. Pipe zone material shall be excavated native material, screened to 3-inch maximum dimension. Material shall be mixed or blended with finer grained native material as to avoid nested cobbles.

2.4 IMPORTED SAND - PIPE BASE, CONDUIT ZONE AND PIPE ZONE ALTERNATIVE

- A. Imported sand used for the pipe base and pipe zone shall be free of clay or organic material and have the following gradation:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
3/8-INCH	100
No. 4	90 – 100
No. 30	12 – 50
No. 100	5 – 20
No. 200	0 – 10

Imported sand shall have a sand equivalent not less than 28 per ASTM D 2419.

2.5 TRENCH ZONE MATERIAL

- A. Trench zone material shall be excavated native material, screened to 6-inch maximum dimension. Material shall be mixed or blended with finer grained native material as to avoid nested cobbles.

2.6 CEMENT SLURRY - PIPE BASE, CONDUIT ZONE AND PIPE ZONE ALTERNATIVE

- A. As an alternative to the materials specified, where minimum burial cannot be achieved, and where identified on the Plans, cement slurry backfill shall consist of Type I or II Portland cement, imported sand, and sufficient water for workability. The mix shall produce a minimum 28-day strength of 50 - 200 PSI and 1×10^{-6} cm/sec permeability. Submit a mix design and confirming test results per Section 01300. The mix shall have sufficient water to flow around the haunch of the pipe. The contractor shall take whatever measures necessary to restrain the plastic piped from floating or shifting during the placement and curing of cement slurry.

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2.7 REFILL FOR FOUNDATION STABILIZATION

- A. Refill shall meet the material requirements specified for pipe zone. As an alternative, crushed rock, enveloped in geotextile fabric may be utilized.

2.8 CONCRETE FOR PIPE ENCASEMENT AND THRUST BLOCKS

- A. Concrete for pipe encasement and thrust blocks shall be per drawings.
- B. Provide thrust blocks at fittings in pipe having rubber gasket bell and spigot or unrestrained joints. Provide thrust blocks at all unrestrained tees and elbows 10° and greater, or as noted on contract Plans and in the general or specific pipe specifications.
- C. See the details in the drawings for thrust block sizes. Install thrust blocks based on the test pressures given in the drawings.

2.9 WATER FOR COMPACTION AND CONSTRUCTION

- A. Water for compaction shall be clean and free of oil, acids, salts, and other deleterious substances. Water shall be supplied by the IVGID at no cost to the contractor from a metered hydrant near the project.

PART 3 EXECUTION

3.1 COMPACTION REQUIREMENTS

Unless otherwise shown in the drawings or otherwise described in the specifications for the particular type of pipe installed, relative compaction in pipe trenches shall be as follows:

- A. Pipe Base and Conduit Zone: 90% relative compaction.
- B. Pipe Zone: 90% relative compaction.
- C. Backfill in Trench Zone not Beneath Paving or Aggregate Base Access Roadways: 85% relative compaction.
- D. Backfill in Trench Zone to Street Zone in Paved Areas or Within Limits of Aggregate Base Roadways: 95% relative compaction.
- E. Backfill in Street Zone in Paved Areas or within Limits of Aggregate Base Roadways: 95% of relative compaction.
- F. Refill for Foundation Stabilization: 95% relative compaction.
- G. Refill for Overexcavation: 95% relative compaction.

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3.2 MATERIAL REPLACEMENT

- A. Remove and replace any backfill material which does not meet the specifications, at the Contractor's expense.

3.3 TRENCH WIDTHS

- A. Trench widths in the pipe zone shall be as shown in the drawings. If no details are shown, maximum width shall be 24 inches greater than the pipe outside diameter. Trench width at the top of the trench will not be limited except where width of excavation would undercut adjacent structures and footings. In such case, width of trench shall be such that there is at least 2 feet between the top edge of the trench and the structure or footing.

3.4 TRENCH EXCAVATION

- A. Excavate the trench to the lines and grades shown in the drawings with allowance for pipe thickness, sheeting and shoring if used, and for pipe base or special bedding. If the trench is excavated below the required grade, refill any part of the trench excavated below the grade at no additional cost to the Owner with foundation stabilization material. Place the refilling material over the full width of trench in compacted layers not exceeding 6-inches deep to the established grade with allowance for the pipe base or special bedding.

3.5 DEWATERING

- A. Provide and maintain means and devices to remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipelaying, during the laying of the pipe, and until the backfill at the pipe zone has been completed. These provisions shall apply at all times during construction, including the noon hour as well as overnight. Dispose of the water in a manner to prevent damage to adjacent property and in accordance with the Plans. Do not drain trench water through the pipeline under construction. Do not allow groundwater to rise around the pipe until jointing compound has set hard.

3.6 LOCATION OF EXCAVATED MATERIAL

- A. During trench excavation, place the excavated material only within the working area. Do not obstruct any roadways or streets. Confirm the federal, state, and local codes governing the safe loading of trenches with excavated material. All trenches shall be backfilled at the end of each day's operation. Trench patching with asphalt concrete shall be completed within 24 hours of trench backfill.

3.7 LENGTH OF OPEN TRENCH

- A. Shall be at all times, in accordance with the Project Plans. At the end of each working day, the trench shall be secured in accordance with the

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Project Plans, and encroachment permit requirements. At a minimum this would be trench plates and AC cold patch for weekdays; at a minimum trenches shall be backfilled and stabilized with AC cold patch for weekends.

3.8 TRENCH EXCAVATION IN BACKFILL AND EMBANKMENT AREAS

Construct trench excavation for pipe, pipes, or conduit in backfill or embankment areas in accordance with the following procedures:

- A. Construct and compact the embankment to an elevation of 1-foot minimum over the top of the layer of the largest pipe or conduit to be installed.
- B. Excavate trench in the compacted backfill or embankment. Place cement slurry in the pipe base and pipe zone. Compact backfill above the pipe zone to the relative compaction required for trench zone backfill.

3.9 FOUNDATION STABILIZATION

- A. After the required excavation has been completed, the Engineer will inspect the exposed subgrade to determine the need for any additional excavation. It is the intent that additional excavation be conducted in all areas within the influence of the pipeline where unacceptable materials exist at the exposed subgrade, as directed by the Engineer. Over excavation shall include the removal of all such unacceptable materials that exists directly beneath the pipeline to the required trench width and to the depth required. Backfill the trench to subgrade of pipe base with refill material for foundation stabilization. Place the foundation stabilization material over the full width of the trench and compact in layers not exceeding 6-inches deep to the required grade. Foundation stabilization work shall be executed in accordance with a change order.

3.10 INSTALLING BURIED PIPING

Backfill per the detailed piping specification for the particular type of pipe and per the following:

- A. Handle pipe in such a manner as to avoid damage to the pipe. Do not drop or dump pipe into trenches under any circumstances.
- B. Inspect each pipe or fitting prior to placing into the trench. Inspect the interior and exterior protective coatings. Patch damaged areas in the field with material recommended by the protective coating manufacturer. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after installation.
- C. Grade the bottom of the trench to the line and grade to which the pipe is to be laid, with allowance for pipe thickness and bedding depth. Remove hard spots that would prevent a uniform thickness of bedding. Place the specified thickness pipe base material over the full width of trench. Grade the top of

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the pipe base ahead of the pipelaying to provide firm, continuous, uniform support along the full length of pie, and compact to the relative compaction specified herein. After laying each section of the pipe, check the grade and alignment and correct any irregularities prior to laying next joint.

- D. Excavate bell holes at each joint to permit proper assembly and inspection of entire joint. Fill the area excavated for the joints with the bedding material specified or detailed in the drawings.
- E. When installing pipe, do not deviate more than 1-inch from line or 1/4 –inch from grade relative to the Contractor’s established control. Measure elevation at the pipe invert. The Contractor shall verify pipe grade at not more than 40 foot intervals, in the presence of the Owner’s Representative.
- F. After pipe has been bedded, place pipe zone material simultaneously on both sides of the pipe, in maximum 6-inch lifts, keeping the level of backfill the same on each side. Carefully place the material around the pipe so that the pipe barrel is completely supported and that no voids or compacted areas are left beneath the pipe. Use particular care in placing material on the underside of pipe to prevent lateral movement during subsequent backfilling.
- G. For pipe sizes greater than 12-inches in diameter, no more backfill material than the lesser of 6-inches or 1/3 of the pipe diameter shall be placed prior to shovel slicing. Sufficient care shall be taken to prevent movement of the pipe during shovel slicing. Shovel slicing shall be witnessed by the Field Inspector and/or the Engineer.
- H. Compact each lift to the relative compaction specified herein.
- I. Push the backfill material carefully onto the backfill previously placed in the pipe zone. Do not permit free fall of the material until at least 2 feet of cover is provided over the top of the pipe. Do not drop sharp, heavy pieces of material directly onto the pipe or the tamped material around the pipe. Do not operate heavy equipment over the pipe until at least 3 feet of backfill has been placed and compacted over the pipe.
- J. When pipelaying is not in progress, including the noon hours, close the open ends of pipe. Do not allow trench water, animals, or foreign material to enter the pipe.
- K. Remove and dispose of all water entering the trench during the process of pipelaying. Keep the trench dry until the pipelaying and jointing are completed.

3.11 BACKFILL COMPACTION

Compact per the detailed piping specification for the particular type of pipe and per the following:

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- A. Compact trench backfill to the specified relative compaction. Compact by using mechanical compaction or hand tamping. Do not use high impact hammer-type equipment except where the pipe manufacturer warrants in writing that such use will not damage the pipe. Ponding or jetting is not allowed.
- B. Compact material placed within 8-inches of the outer surface of the pipe by hand tamping only.
- C. Do not use any axle-driven or tractor-drawn compaction equipment within 5 feet of building walls, foundations, or other structures.

3.12 CEMENT SLURRY BACKFILL

- A. When cement slurry backfill is utilized, pipe shall be supported by mounding imported backfill material or sandbags filled with imported backfill material. Pipe shall not be supported on wooden or concrete blocks.

3.13 TEMPORARY PAVING

- A. AC must be sawcut 6" back of edge of trench for T-patch paving. HMA shall be used for any temporary paving to remain for greater than 48hrs. Final paving shall be per plans and specifications.

END OF SECTION

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SECTION 02230 - CLEARING AND GRUBBING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Protecting existing trees and other vegetation to remain.
 - 2. Removing existing trees and other vegetation as required.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above-and below-grade site improvements.
 - 6. Disconnecting, capping or sealing, and abandoning site utilities in place.
 - 7. Temporary erosion and sedimentation control measures.
- B. Related Sections include the following:
 - 1. Division 2 Section Earthwork for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.4 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site to a Washoe County approved site.

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1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings, according to Division 1 Section Project Record Documents, identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

- A. Pre-installation Conference: Conduct conference at Project site to comply with requirements of Owner and Engineer.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 - 3. All deliveries must offload in a manner that will not impede public traffic.
 - 4. Any construction traffic that affects the traveling public may be subject to traffic control requirements.
- B. Improvements on Adjoining Property: Authority for performing site clearing and other work indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Utility Locator Service: Notify Underground Service Alert (USA) utility locator service a minimum of 48 hours prior to commencing site clearing.
- E. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place per the Construction Drawings and Best Management Practices (BMP) plan.

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PART 2 MATERIALS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 2 Section Earthwork.
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, in compliance with the Construction Drawings and Best Management Practices (BMP) plan approved by Nevada Department of Environmental Protection, Washoe County and other permit requirements.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until:
 - 1. permanent vegetation has been established
 - 2. soils have been stabilized
 - 3. project is completed including final landscape installations
 - 4. all paved areas are clean and free of soil debris
- C. Upon project completion and stabilization of soils, remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal in compliance with the Construction Drawings and Best Management Practices (BMP) plan.

3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.

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1. Do not store construction materials, debris, or excavated material within fenced area.
 2. Do not paint, store materials, vehicles or equipment, or allow foot traffic within fenced area.
 3. Maintain fenced area free of weeds and trash.
 4. Install protective fence along dripline of trees to be preserved.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
1. Cover exposed roots with burlap and apply water regularly.
 2. Temporarily support and protect roots from damage until they are permanently redirected and/or covered with soil.
 3. Coat cut faces of roots more than 1-1/2 inches in diameter with a no V.O.C. latex paint, white in color, or other approved coating formulated for use on damaged plant tissues.
 4. Backfill with soil as soon as possible.
 5. Consult with Engineer or certified arborist before cutting roots greater than 3" in diameter.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Engineer and the Owner.
1. Employ an arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 2. Replace trees that cannot be repaired and restored to full-grown status, as determined by Engineer.

3.4 UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
- C. Arrange with utility companies to shut off indicated utilities. Owner will arrange to shut off indicated utilities when requested by Contractor.
- D. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then after arranging to provide temporary utility services according to requirements indicated:

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- E. Notify Engineer not less than two days in advance of proposed utility interruptions. Do not proceed with utility interruptions without Engineer's written permission.
- F. Excavate for and remove underground utilities indicated to be removed.
- G. Removal of underground utilities is included in Division 2 Sections covering site utilities.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of a new construction.
 - 3. Use clean, bypass type shears to cut roots up to 1 1/2 inches.
 - 4. Use clean, fine-toothed "pruning" saw as needed to cut roots.
 - 5. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
 - 6. Use only hand methods for grubbing within tree protection zone.
 - 7. Chip removed tree branches and stockpile chips in areas approved by Engineer for use as mulch and erosion control material, unless otherwise directed by Engineer.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove duff before stripping topsoil.
- B. Strip topsoil to appropriate depth in a manner that prevents intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil in a location approved by Engineer. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Limit height of topsoil stockpiles to 72 inches.
 - 2. Do not stockpile topsoil within tree protection zones.
 - 3. Dispose of excess topsoil as specified for waste material disposal.

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4. Stockpile surplus topsoil to allow for re-spreading and use in landscape planting areas.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove concrete asphalt, tanks, slabs, paving, curbs, gutters, buildings and aggregate base as indicated on Demolition Plans.
 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
 2. Paint cut ends of steel reinforcement in concrete to remain in use to prevent corrosion.

3.8 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property at an approved site. Off haul and disposal shall be included in the various contract items for site work.
 1. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Stockpiling to comply with the Construction Drawings and Best Management Practices (BMP) plan.

END OF SECTION

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SECTION 02300 - EARTHWORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Preparing subgrades for walks, pavements, site revegetation and landscaping.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Drainage course for slabs-on-grade.
 - 4. Subbase course for miscellaneous concrete work.
 - 5. Subbase and base course for asphalt paving.
 - 6. Excavating and backfilling for utility trenches.
 - 7. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.
- B. Related Sections include the following:
 - 1. Division 2 Section Site Preparation for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above-and below-grade improvements and utilities.
 - 2. Division 2 Section Dewatering for lowering and disposing of ground water during construction.
 - 3. Division 2 Section Trenching, Backfill and Compaction for shoring, bracing, and sheet piling of excavations.
 - 4. Division 2 Section Site Concrete Pavement for granular course if placed over vapor retarder and beneath the slab-on-grade.
 - 5. Divisions 2, 15, and 16 Sections for installing underground mechanical and electrical utilities and buried mechanical and electrical structures.

- 1.3 UNIT PRICES – See Bid Form. Contractor to prepare schedule of values upon award of contract and prior to beginning work.

1.4 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.

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- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for either unit prices, where applicable, or Changes in the Work.
 - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
 - 1. See Specification – 11681 Riding Amenities for fill material.
- H. Rock Clause: For material that cannot be reasonably ripped with a CAT D-10R dozer or equal, or trench that cannot be excavated with a Komatsu PC 750/CAT 375 Excavator or equal, with minimum production of 40 cubic yards per hour and large rocks that must be removed or that cannot be reasonably loaded into a ten wheel Dump Truck shall be considered as extra work. Included as extra work is the delta in production from 40 cubic yard per hour to actual prorated on a daily production basis, replacing of removed rock with suitable onsite materials (If over-excavation of rock is required). Additional bedding material or imported backfill material if necessary shall also be considered as extra work and shall be paid for on a time and material basis.
 - 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,090 lbf and stick-crowd force of not less than 18,650 lbf; measured according to SAE J-1179.
 - 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 210-hp flywheel power and developing a minimum of 48,510-lbf breakout force with a general-purpose bare bucket; measured according to SAE J-732.

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- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- L. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

- A. Product Data - For the following:
 - 1. Each type of plastic warning tape.
 - 2. Geotextile.
 - 3. Imported materials
- B. Samples: 12-by-12-inch Sample of sub-drainage and separation geotextile.
- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 of borrow soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 698 or ASTM D 1557 for each on-site and borrow soil material proposed for fill and backfill.
- D. Blasting Plan: Consult with Engineer and Owner if blasting is considered.
- E. Pre-excavation Photographs or Videotape: RESERVED

1.6 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
- B. Pre-excavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section Project Management and Coordination.

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1.7 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.

- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 PRODUCTS

2.1 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications.

- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications.

2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 EXECUTION

3.1 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.

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- B. Potholing of existing utilities and infrastructure prior to excavation. The contractor shall field locate all existing utilities including but not limited to:
 - 1. Electrical Utilities
 - 2. Telephone/DATA/Fiber/Cable
 - 3. Water and Sewer
 - 4. Gas
- C. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 2 Section Clearing and Grubbing.
- D. Protect and maintain erosion and sedimentation controls, which are specified in Division 2 Section Clearing and Grubbing during earthwork operations.
- E. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system as specified in Division 2 Section Dewatering, to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives without written approval from Engineer and Incline Village General Improvement District.

3.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

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2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
- C. Trenches shall be constructed per the jurisdictional utility's requirements, including, but not limited to trench shaping, bedding, and conduit support.

3.7 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

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3.8 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, damp-proofing, waterproofing, and perimeter insulation.
 - 2. Surveying and recording locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing or horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, or ice.

3.11 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact trench backfill per the jurisdictional utility's requirements, including, but not limited to trench shaping, bedding, and conduit support, and in compliance with the following:
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- C. Backfill voids with satisfactory soil while installing and removing shoring and bracing.

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- D. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- E. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.12 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not work, grade, excavate, backfill or transfer materials during active precipitation.
 - 2. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 3. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.13 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, buildings slabs, steps, and impervious pavements, scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under impervious walkways, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill soil material to 92 percent.
 - 3. Under lawn, landscapes, pervious concrete or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 82-85 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.14 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

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1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings (per Building Code) and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1/2 inch.
 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1 inch when tested with a 10-foot straightedge.

3.15 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends and as indicated on plans.
 2. Place base course material over subbase course under hot-mix asphalt pavement.
 3. Shape subbase and base course to required crown elevations and cross-slope grades.
 4. Place subbase and base course 6 inches or less in compacted thickness in a single layer.
 5. Place subbase and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 6. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
- C. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

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- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than 3 tests.
 - 2. Foundation Wall Backfill: At each compacted backfill layer, at least 1 test for each 100 feet or less of wall length, but no fewer than 2 tests.
 - 3. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.
- F. If specified degree of compaction is not being achieved, consult with Engineer.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and re-compact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

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3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.
- B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.
 - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property at an approved site.

END OF SECTION

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SECTION 02810 – IRRIGATION SYSTEM

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of each prime Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Piping.
 - 2. Manual valves.
 - 3. Automatic control valves.
 - 4. Automatic drain valves.
 - 5. Sprinklers.
 - 6. Quick couplers.
 - 7. Controllers.
 - 8. Boxes for automatic control valves.

1.3 PERFORMANCE REQUIREMENTS

- A. Irrigation zone control shall be automatic operation with controller and automatic control valves.
- B. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments as necessary to avoid plantings and obstructions such as trees, park features, signs and other vegetation.
- C. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties unless otherwise indicated:
 - 1. Irrigation Main Piping: 200 psig.
 - 2. Circuit Piping: 150 psig.

1.4 INFORMATIONAL SUBMITTALS

- A. Controller Timing Schedule: Provide a submittal that indicates timing settings for each automatic controller zone.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

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1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 2 PRODUCTS

2.1 PIPES, TUBES, AND FITTINGS

- A. PVC Pipe: ASTM D 1785, Schedules 40 and 80.
 - 1. PVC Socket Fittings: Schedules 40 and 80.
 - 2. PVC Threaded Fittings: Schedule 80.
 - 3. PVC Socket Unions: Construction similar to MSS SP-107, except both headpiece and tailpiece shall be PVC with socket ends.

2.2 PIPING JOINING MATERIALS

- A. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
- B. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

2.3 MANUAL VALVES

- A. Curb Valves:
 - 1. Description:
 - a. Standard: AWWA C800.
 - b. NPS 1 and Smaller Pressure Rating: 100 psig minimum NPS 1-1/4 to NPS 2 Pressure Rating: 80 psig (550 kPa) minimum.
 - c. Body Material: Brass or bronze with ball or ground-key plug.
 - d. End Connections: Matching piping.
 - e. Stem: With wide-tee head.
- B. Curb-Valve Casing:
 - 1. Standard: Similar to AWWA M44 for cast-iron valve casings.
 - 2. Top Section: Telescoping, of length required for depth of burial of curb valve.
 - 3. Barrel: Approximately 3-inch diameter.
 - 4. Plug: With lettering "WATER."
 - 5. Bottom Section: With base of size to fit over valve.
- C. Shutoff Rods for Curb-Valve Casings: Furnish one steel, tee-handle shutoff rod with one pointed end, stem of length to operate deepest buried valve, and slotted end matching curb valve for Project.
- D. Brass Ball Valves:

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1. Basis-of-Design Product: Subject to compliance with requirements, provide or comparable product by one of the following:
 - a. Crane Co.; Crane Valve Group; Crane Valves.
 - b. DynaQuip Controls.
 - c. Flow-Tek, Inc.; a subsidiary of Bray International, Inc.
 - d. NIBCO INC.

2.4 AUTOMATIC CONTROL VALVES

- A. Plastic, Automatic Control Valves:
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Hunter Industries Incorporated.
 - b. Irritrol Systems.
 2. Description: Molded-plastic body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24-V ac solenoid.

2.5 MANUAL DRAIN VALVES

- A. Description: Manual Drain Valves: Bronze body with bronze cross for actuation.

2.6 SPRINKLERS

- A. General Requirements: Designed for general coverage over entire spray area indicated at available water pressure (40 PSI).
- B. Plastic, Pop-up, Gear-Drive Rotary Sprinklers:
 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings.
- C. Plastic, Pop-up Spray Sprinklers:
 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings.

2.7 CONTROLLERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings.

2.8 BOXES FOR AUTOMATIC CONTROL VALVES, GATE VALVES, DRAINS, AND QUICK CONNECTS

- A. Plastic Boxes:
 1. Description: Box and cover, with open bottom and openings for piping; designed for installing flush with grade.
 - a. Size: As required for valves and service.
 - b. Shape: Rectangular.

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- c. Sidewall Material: PE, ABS, or FRP.
- d. Cover Material: PE, ABS, or FRP.
 - 1) Lettering: "IRRIGATION."
- e. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4 inches minimum to 1.5 inches maximum.
 - 1) Wrap drainrock to box with medium weight non-woven filter fabric.

PART 3 EXECUTION

3.1 LAYOUT

- A. The irrigation subcontractor shall approve location of appurtenances with Principal Engineer and Trail contractor prior to install. Use different colored flags to locate sprinklers, valves, drains, and quick connects. Coordinate with contractor on when to install main lines, valves, and sprinklers during construction of park and park features.

3.2 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Section 02300 "Earthwork."
- B. Install warning tape directly above pressure piping, 12 inches below finished grades, except 6 inches below subgrade under pavement and slabs.
- C. Drain Pockets: Excavate to sizes indicated. Backfill with cleaned gravel or crushed stone, graded from 3/4 to 3 inches, to 12 inches below grade. Cover gravel or crushed stone with sheet non-woven medium weight filter fabric and backfill remainder with excavated material.
- D. Provide minimum cover over top of underground piping according to the following:
 - 1. Irrigation Main Piping: Minimum depth as per plans.
 - 2. Lateral Piping: Minimum depth as per plans.
 - 3. Drain Piping: 12 inches.
 - 4. Sleeves: 18 inches.

3.3 PIPING INSTALLATION

- A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.
- B. Install piping free of sags and bends.
- C. Install groups of pipes parallel to each other, spaced to permit valve servicing.

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- D. Install fittings for changes in direction and branch connections.
- E. Install unions adjacent to valves and to final connections to other components with NPS 2 or smaller pipe connection.
- F. Install flanges adjacent to valves and to final connections to other components with NPS 2-1/2 or larger pipe connection.
- G. Install underground thermoplastic piping according to ASTM D 2774.
- H. Install expansion loops in control-valve boxes for plastic piping.
- I. Lay piping on solid subbase, uniformly sloped without humps or depressions.
- J. Install ductile-iron piping according to AWWA C600.
- K. Install PVC piping in dry weather when temperature is above 40 deg F. Allow joints to cure at least 24 hours at temperatures above 40 deg F before testing.

3.4 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- D. Flanged Joints: Select rubber gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- E. Ductile-Iron Piping Gasketed Joints: Comply with AWWA C600 and AWWA M41.
- F. Copper-Tubing Brazed Joints: Construct joints according to CDA's "Copper Tube Handbook," using copper-phosphorus brazing filler metal.

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- G. Copper-Tubing Soldered Joints: Apply ASTM B 813 water-flushable flux to tube end unless otherwise indicated. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy (0.20 percent maximum lead content) complying with ASTM B 32.
- H. PE Piping Fastener Joints: Join with insert fittings and bands or fasteners according to piping manufacturer's written instructions.
- I. PVC Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. PVC Pressure Piping: Join schedule number, ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
 - 3. PVC Nonpressure Piping: Join according to ASTM D 2855.

3.5 VALVE INSTALLATION

- A. Install all valves per manufacturer's details and Uniform Plumbing Code, if deviating from manufacturer's detail provide shop drawing submittal for each type of Valve.
 - 1. Underground PVC Gate Valves Install in box with top flush with grade.
 - 2. Drain Valves: Install at locations per plans or where sag will trap water. Use 4" PVC riser, for valve key access, to irrigation box at grade.

3.6 SPRINKLER INSTALLATION

- A. Install sprinklers after hydrostatic test is completed.
- B. Install sprinklers at manufacturer's recommended heights and per detail

3.7 AUTOMATIC IRRIGATION-CONTROL SYSTEM INSTALLATION

- A. Equipment Mounting: Install interior controllers and solar panel per manufacturer's standard details.
- B. Install control cable in same trench as irrigation piping and at least 2 inches below or beside piping. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas.

3.8 IDENTIFICATION

- A. Warning Tapes: Arrange for installation of continuous, underground, detectable warning tapes over underground piping during backfilling of trenches. See Section 02300 "Earthwork" for warning tapes.

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3.9 FLUSHING

- A. After the trench has been backfilled, all water pipe installed shall be flushed clear and clean of all dirt and foreign material. Mains shall be flushed prior to backfill.

3.10 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Any irrigation product will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. After completion of tests prepare and provide irrigation system as-builts to principal engineer. Provide locations of mainlines, laterals, gate valves, zone valves, zones and drain valves.

3.11 ADJUSTING

- A. Adjust settings of controllers.
- B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.
- C. Adjust sprinklers and devices, except those intended to be mounted aboveground, so they will be flush with, or not more than 1/2 inch above, finish grade.

3.12 PIPING SCHEDULE

- A. Install components having pressure rating equal to or greater than system operating pressure.
- B. Piping in control-valve boxes and aboveground may be joined with flanges or unions instead of joints indicated.
- C. Underground irrigation main piping, NPS 4 and smaller, shall be the following:

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1. Schedule 40, PVC pipe and socket fittings, and solvent-cemented joints.
- D. Circuit piping, NPS 2 and smaller, shall be the following:
 1. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
- E. Circuit piping, NPS 2-1/2 to NPS 4, shall be the following:
 1. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
- F. Underground Branches and Offsets at Sprinklers and Devices: Schedule 80, PVC pipe; threaded PVC fittings; and threaded joints.
 1. Option: Plastic swing-joint assemblies, with offsets for flexible joints, manufactured for this application.
- G. Risers to Aboveground Sprinklers and Specialties: Schedule 80, PVC pipe and socket fittings; and solvent-cemented joints.

3.13 VALVE SCHEDULE

- A. Underground, Shutoff-Duty Valves: Use the following:
 1. NPS 2 and Smaller: Curb valve, curb-valve casing, and shutoff rod.
 2. NPS 3 and Larger: Iron gate valve, resilient seated; iron gate valve casing; and operating wrench.
- B. Drain Valves:
 1. NPS 1/2 and NPS 3/4: Brass or bronze ball valve
 2. NPS 1/2 and NPS 3/4: Brass or bronze ball valve.
 3. NPS 1 to NPS 2: Brass or bronze ball valve.

3.14 CLOSEOUT ACTIVITIES

- A. Demonstration
 1. After the system has been completed, the Contractor shall instruct the Engineer and Owner in the operation and maintenance of the system and shall furnish a complete set of operating instructions prior to final acceptance.

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3.15 PAYMENT CLARIFICATION

All fittings, wiring, connectors, fittings, boxes, lids, and risers are included in the lump sum price for Irrigation System. All valves, drains, quick connects, piping, glue, and adapters are included in the lump sum price for Irrigation System. All excavation, backfill materials, tree root removal, filter fabric and warning tape are included in the lump sum price for Irrigation System. All labor required for submittals, shop drawings, system layout, installation, system programming, system testing, and preparation of irrigation system as-builts are included in the lump sum price for Irrigation System.

END OF SECTION

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SECTION 02870 – SITE FURNISHINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Provide site improvements and furnishings.

1.2 SUBMITTALS

- A. Submit for approval shop drawings, product data, warranty, test reports.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Regulations: ADAAG and local accessibility requirements.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Provide units specifically designed for exterior exposure and intended use:
 - 1. ELKAY Water bottle filler and drinking fountain
 - 2. Elements as specified on the plans

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
- B. Restore damaged finishes and test for proper function. Clean and protect work from damage.

END OF SECTION

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SECTION 11681 - RIDING AMENITIES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Plans, Specifications, Special Provisions, Experience Requirements, and Manufacturer's installation instructions apply to this section.

1.2 SUMMARY

- A. Bike Park improvements including: all rough and fine grading of bike park trails, dirt riding features, the finish grading and installation of pre-fabricated riding features require qualification as described herein (does not include clearing, grubbing and mass grading of site). Field design and installation of Bike Skills Features, Flow Tracks and Pumptracks including associated infrastructure has been deemed as specialty construction work within the Bid Documents. Trail Contractor shall be responsible for coordination with Contractor and Subcontractors as required to complete all works as shown on plans and within project specifications.
- B. Statement of Bidder's Experience: See Section 2 – Instructions to Bidders for Qualifications or Trail Contractor. Due to the ability of related, Riding Amenities, works to impact the user experience and safety, many scope items should be executed by or coordinated under Trail Contractor to ensure a high-quality user experience and efficient work flows.
- C. Related Requirements
 - 1. Section 02200 Site Preparation
 - 2. Section 02230 Clearing & Grubbing
 - 3. Section 02300 Earthwork
- D. Written dimensions are to take precedence over scaled dimensions. Notify Principal Engineer of any discrepancies found in the field before moving forward. Failure to gain clarification from Principal Engineer before moving forward will render contractor responsible for all costs associated with correcting installed work to the satisfaction of the Engineer.

1.3 REQUIRED INSPECTION POINTS

- A. During the course of construction, approval of Engineer and Principal Engineer shall be required:

Approval Required On:

- 1. Clearing and grubbing layout/staking
- 2. Site mass grading layout/staking
- 3. Rough grading

Prior to:

- Clearing and grubbing
- Mass grading of site
- Layout of riding zones

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- | | |
|--|---|
| 4. Layout/staking of riding zones | Layout of riding features (jumps, berms, rollers, prefabricated features, etc.) |
| 5. Layout/staking of riding features | Construction/Installation of riding features |
| 6. Approval of sequential jumps | Before subsequent jump construction |
| 7. Layout of perimeter loop trail | Construction of perimeter loop trail |
| 8. Layout of perimeter loop trail features | Installation of perimeter loop trail features |
| 9. Layout of drainage sumps | Construction of drainage sumps |

- B. In the event the Contractor continues operations without receiving the above approvals, the inspector may, at his discretion, require the Contractor to return all construction status to the previous approval point. There shall be no additional payment for any removal or reconstruction required under this section.

1.4 EXISTING FACILITIES

- A. It is not the intent of the plans to show the exact location of existing or relocated utilities, and the Principal Engineer and Engineer assume no responsibility thereof. The Contractor is advised that not all underground utilities are shown on the plan drawings and that only approximately locations are given when shown on the plan drawings. The Contractor shall be responsible for verifying actual location and depth of existing utilities in the field. Where excavation is contemplated, the Contractor shall notify Underground Service Alert at (800) 227-2600 or 811, prior to such excavation.

PART 2 LAYOUT OF IMPROVEMENTS

2.1 CONSTRUCTION STAKING

- A. The Contractor shall be responsible for all survey work and shall be responsible for replacing points lost or damaged during the course of construction.
- B. The Contractor shall be responsible for the accuracy of all layout work. Equipment operators and workers are to be skilled in grading operations and are to be supervised by a competent superintendent who is familiar with the nature of the work, these provisions, and all permit conditions. All grading, sub-grading, and finished grading areas shall be controlled by such intermediate grade stakes and lines as may be necessary to obtain the slopes and levels required by the finished grade elevations shown on the plans.

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- C. All bench marks, monuments and other reference points shall be carefully protected and maintained at no increased cost and, if disturbed or destroyed, shall be replaced as directed by the Engineer at Contractor expense.
- D. Exact locations, distances, dimensions, elevations, etc. shall be governed by actual field conditions and verified by the Contractor.
- E. Staking shall be reviewed and approved by the Principal Engineer prior to starting mass grading activities.
- F. The location of riding features (jumps, berms, rollers, prefabricated features, etc.) as depicted in the design plans shall be considered approximate and requiring field fit (e.g. heights, lengths, widths, spacing between features) with oversight from the Principal Engineer. Staking shall be reviewed and approved by the Principal Engineer prior to starting construction and fine grading activities. The Contractor shall not be eligible for additional compensation for field fit design changes other than those that cause a significant change in quantities.

PART 3 PRODUCTS

3.1 MATERIALS

- A. The Contractor shall be responsible for meeting the finish grades and building the riding elements (jumps, berms, etc.) as shown on the plans.
- B. Contractor shall provide cut and fill calculations prior to import or export of soil and grading.
- C. FILL MATERIALS
 - 1. Material: Hobart Mills, "Pump Track Dirt" or approved equal.
 - a. 3/8" minus material with clay.
- D. PRE-FABRICATED RIDING FEATURES
 - 1. The Contractor will be providing all pre-fabricated riding features.
 - a. Finish: Shall be Powder Coat with Color: Brown

PART 4 EXECUTION

4.1 DESCRIPTION

- A. Work under this item shall include:
 - 1. Beginner Pump Track
 - 2. Advanced Pump Track
 - 3. Beginner Flow Track
 - 4. Intermediate Flow Track

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5. Advanced Flow Track
 6. Loop Trail
 7. Various Features and Amenities
- B. Expected process of work for work items listed above, includes but is not limited to:
1. Rough and fine grading of Track and Trail to establish earthen features
 2. Installation and shaping of Trail Surfacing Materials to create custom and unique design.
 3. Field modifications based on Test Rider’s feedback
 4. Installation and assembly of prefabricated features or amenities
 5. Final adjustment for Principal Engineer Approval
- C. Clearing, grubbing and mass grading operations as specified in Section 01770. Earthwork and in Section 02300. Site Clearing to be performed by General Contractor.
1. Grading to achieve rough and finish grades for all bike park trails, dirt riding features and the finish grading and installation of pre-fabricated riding features as shown on the design plans.
 2. Furnish and place approved borrow or import soil as necessary to meet grades for bike park trails, dirt riding features and the finish grading and installation of pre-fabricated riding features as shown on the design plans.
 3. Installation of drainage features.

4.2 GENERAL

- A. Exact locations, distances, dimensions, elevations, etc. shall be governed by actual field conditions and verified by the contractor.
- B. All alignments and locations of features must be flagged in field using pin flags, stakes or other agreed upon method as approved by Principal Engineer.
- C. Excavated material shall become the property of the contractor. Subject to the approval of the Principal Engineer, suitable excavated material may be used as backfill where necessary.
- D. The contractor shall notify the Principal Engineer immediately after identifying a grade conflict. The contractor shall not be eligible for additional compensation for minor design changes other than those that cause a significant change in quantities.
- E. In the event of a grade conflict, the contractor shall pursue other work, which is not affected by the conflict. If such alternative work is available, the contractor shall not be eligible for additional compensation due to the grade conflict.

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- F. Manufacturer shall be responsible for providing a Nevada Professional Engineer stamp for all pre-fabricated structures, as required, for building department approvals.

4.3 CONSTRUCTION METHODS

- A. Prior to grading, the site shall be cleared of all obstructions and deleterious materials. Debris and materials arising from clearing and removal operation shall be salvaged on-site or properly disposed of offsite. Surface vegetation in the location of the riding zones shall be stripped and removed. Soil material containing more than 2% organic matter by weight shall be considered organic. Contractor shall plan to strip to a depth as described in the specifications for clearing and grubbing.
- B. Native soil shall be cleared and grubbed of native vegetation prior to placing engineered fill on native materials. Prior to the placement of riding features (jumps, berms, etc.) and/or fill material, the soil shall be scarified to a minimum depth of 8-12 inches, moisture-conditioned, and re-compacted to a minimum 75-80% relative compaction based on ASTM D1557-00 Test Procedure to achieve optimal uniform compaction. In areas where there is existing topography and natural hill slope, features shall be excavated out of cleared and grubbed native soil and moisture-conditioned and compacted in place to the relative compaction mentioned above. Engineered fill for riding features shall be placed and water conditioned in lifts not exceeding 8 inches in thickness (before compaction).
- C. No abrupt changes in slope or contour will be accepted. Contractor shall take special care to feather or taper graded areas to match grade at edge of existing landscape.
- D. When the Contractor indicates that site grading is complete and conforming to the plans, the Principal Engineer may verify the grades. Any discrepancies with the grading plan must be corrected by the Contractor.
- E. Prior to the placement of any fill material for riding feature (jumps, berms, etc.) construction, the Contractor shall layout (stake, chalk, flag, etc.) the location of each bike park feature in order of riding direction as shown on the plans. Layout of riding features must be approved by the Principal Engineer or Principal Engineer approved representative before feature construction. After approval of the layout, riding features shall be constructed or installed in the sequence of riding direction as shown on the plans. All features shall be tested by the Principal Engineer or Principal Engineer's approved representative prior to the construction of the next feature in the sequence.
- F. The Contractor and Trail Contractor shall be responsible for verifying actual location, shape and size of bike park riding features and gaining approval from the Principal Engineer prior to construction.

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- G. Test Riding: Trail Contractor shall designate an experienced and objective rider with expert knowledge of trail, park, and feature construction to work as an Owner's Representative during the construction. This rider will test all trails and features to ensure riding experience, design, flow, rhythm, character, difficulty, and intent of project plans are met. The district expectation is that the park is considered a "World Class" facility.
- H. The Principal Engineer shall approve finish grades prior to removal of earth moving equipment from project site and prior to planting operations.
- I. The Contractor shall stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. The Contractor shall stockpile suitable soil materials separate from topsoil and unsuitable material stockpiles without intermixing. Place, grade, and shape stockpiles to drain surface water. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees or immediately next to property lines.
- J. Compaction Testing: Where not otherwise required by separate specifications, trail and trail features made from soil shall be roll tested (using double drum vibratory compactor) for adequate compaction to support the intend experience in a durable manner.
 - 1. Any features that show calving, cracking, crumbling shall be repaired and recompacted by Contractor prior to project final.
- K. Contractor shall be responsible to prevent use of bike park features (jumps, berms, rollers, etc.) while the project is under construction.
- L. There shall be no construction related disturbance, including staging and storage of materials and construction access in areas designated as Class 1b on the Plans without prior written approval from the Principal Engineer.

END OF SECTION

From: linda kahrs <lkkahrs@gmail.com>

Sent: Wednesday, April 19, 2023 1:29 PM

To: Melissa N. Robertson <mnr@ivgid.org>

Cc: William Kahrs <whkahrs@gmail.com>

Subject: Operating costs and revenues request

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

As an IVGID homeowner, my husband and I are needing right the operating costs and operating revenues from 2017 to 2022 for the entire community service fund with and without depreciation.

Thank you and kind regards,

Linda and William Kahrs

From: [Melissa N. Robertson](#)
To: [linda kahrs](#)
Cc: [William Kahrs](#)
Bcc: [Susan A. Herron](#)
Subject: RE: Operating costs and revenues request
Date: Wednesday, April 19, 2023 3:57:00 PM

Hi Linda and William Kahrs,

Below is a link where you will be able to find the requested information:

<https://www.yourtahoepace.com/ivgid/financial-transparency/monthly-financials>

Thank you!

Melissa Robertson
District Clerk
Incline Village General Improvement District
893 Southwood Boulevard
Incline Village Nevada 89451
P: 775-832-1268
mnr@ivgid.org
<http://yourtahoepace.com>

From: linda kahrs <kkahrs@gmail.com>
Sent: Wednesday, April 19, 2023 1:29 PM
To: Melissa N. Robertson <mnr@ivgid.org>
Cc: William Kahrs <whkahrs@gmail.com>
Subject: Operating costs and revenues request

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

As an IVGID homeowner, my husband and I are needing right the operating costs and operating revenues from 2017 to 2022 for the entire community service fund with and without depreciation.

Thank you and kind regards,

Linda and William Kahrs