

MEMORANDUM

TO: Board of Trustees

THROUGH: Kate Nelson, Interim Public Works Director

FROM: Hudson Klein, Principal Engineer

SUBJECT: Review, Discuss and Possibly Approve Construction Manager at Risk ("CMAR") Construction Agreement with Granite Construction for completion of Phase 2 of the Effluent Export Pipeline including the negotiated schedule of values, CMAR Fee, and owner-controlled risk reserve prepared for Guaranteed Maximum Price (GMP)² in the amount of \$46,744,705.15; 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010.

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

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

- Budgeted Initiatives C - Work with CMAR and design consultants to finalize design and begin construction of the Effluent Export Pipeline Project.
- Budgeted Initiatives D - Allocate capital expenditures to maintain services and facilities.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policies 12.1.0 Multi-year Capital Planning; 13.2.0 Capital Planning Capital Expenditures; 21.1.0 Purchasing Policy for Public Works Contracts

DATE: December 13, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Approve CMAR Construction Agreement with Granite Construction for the Effluent Pipeline Project with a Guaranteed Maximum Price in the amount of \$46,744,705.15 (Inclusive of \$7.688M Owner Controlled Risk Reserve); 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010.
2. Authorize Chair and Secretary to execute the CMAR Contract with Granite Construction.

II. BACKGROUND

On October 25, 2023, staff presented an updated estimate of the total project cost for Phase 2 of the Effluent Export Pipeline (Project) inclusive of all design, permitting, and administration costs, in addition to construction costs from GMP1 and proposed for GMP2 following contract negotiations with Granite Construction, Construction Manager at Risk (CMAR). At this meeting, the Board directed staff to continue further negotiations with Granite with a specific focus on reduction in the project CMAR fee. On November 7, 2023, Board Trustee Tulloch chaired a meeting with staff and Granite management where all parties agreed to reduce the CMAR fee from 14% to 10%; the agreement also included a share arrangement of the unused project risk reserve with 80% returned to the District and 20% going to the CMAR at the close of the contract. This proposal effectively reduces the CMAR fee (and includes profit) and provides an incentive for the CMAR to limit use of the risk reserve, where possible. These contract amendments are shown in the CMAR Agreement (Refer to Attachment A).

The revised total project cost is currently \$62.5M as outlined in the table below:

GMP1 Total Cost	~\$12.9M**
GMP2 Direct/Construction Cost	\$39.1M
Risk Reserve (IVGID Controlled)	\$7.7M
Contract Contingency, Admin & Inspection	\$2.8M
TOTAL PROJECT COST	\$62.5M

** - Estimate only. Final GMP1 project costs will be determined when all project billing is closed; expected early January 2024.

Prior to the November 7, 2023, CMAR fee negotiation, the direct GMP2 project costs were developed by Granite and IVGID Staff following several project debrief meetings to review construction activity, safety practices, rock investigation, and lessons learned from GMP1. Final GMP2 cost figures were reviewed and negotiated during multiple cost-reconciliation, risk review, and project scheduling meetings with Granite personnel and IVGID Staff as well as two Trustees present for some of the review meetings.

Adjustments to unit prices in the contract schedule of values and total risk

reserve resulted from incorporation of increased construction productivity rates, information from extensive investigation of existing rock formations in GMP2 (refer to Attachment B), revised testing methodologies, CMAR staffing, and formal material and subcontractor bids.

An overall summary of the effluent pipeline system is included in Attachment C for general reference.

III. BID RESULTS

Granite completed subcontractor bid solicitation as part of the required CMAR process in September 2023; the bid results were opened in front of Staff on September 29 and October 3, 2023. The recommended selections were presented to Staff on October 3, 2023 and Staff agreed with the CMAR recommendations for subcontractor selection.

The selected subcontractor bid results are incorporated in the total project costs table presented in Section II - Background.

IV. FINANCIAL IMPACT AND BUDGET

The current total project cost estimate is \$62.5M; Staff anticipates further reduction to GMP1 costs following receipt and process of final invoices from consultants and suppliers. If the GMP2 risk reserve and contract contingency are not fully exhausted, there will be additional project cost reductions realized at the completion of GMP2 and project closeout; for example, if only half of the GMP2 risk reserve is used, the total project cost would be \$59.4M.

The total estimated funding needed to award GMP2 (inclusive of risk register) is approximately **\$47,000,000**. An additional \$2.8M (\$49.8M total GMP2 cost) is estimated for administration, permitting, and inspection costs that will be brought to the Board for approval in 2024 following successful execution of a construction contract.

Funding currently available for the project is \$36.98M in remaining SRF Loan Funds, \$1.6M in EPA Community Grant Funds, and \$15.4M in Utility Funds, **totaling \$53,980,000**.

Staff continues to pursue Section 595 grant funding with the USACE for GMP2. Staff is currently awaiting the approved USACE amendment to the existing Project Partnership Agreement (PPA) for Effluent Pipeline project funding (Increment 2). If additional grant funding is made available, those grant funds will be used first and the total amount of funds utilized from the SRF loan will be reduced proportionately.

V. ALTERNATIVES

The alternative is to not award/approve the CMAR contract and Project construction will not proceed in 2024 with Project completion likely being delayed by one year until 2027.

VI. COMMENTS

Staff and Granite Construction will continue to investigate potential savings opportunities throughout the Project in an effort to further reduce total Project cost to the District.

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

1. ATTACHMENT A_Effluent Const Agreement Granite GMP 2_20231208
2. ATTACHMENT B - Rock Investigation Summary
3. ATTACHMENT C_Effluent Export Line Overview

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

That the Board of Trustees makes a motion to:

1. Approve CMAR Construction Agreement with Granite Construction for the Effluent Pipeline Project with a Guaranteed Maximum Price in the amount of \$46,744,705.15 (Inclusive of \$7.688M Owner Controlled Risk Reserve); 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010.
2. Authorize the Chair and Secretary of the Board to execute the CMAR Contract with Granite Construction.



ConsensusDocs 500
STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER (Where the CM is At-Risk)

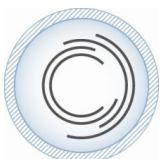


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STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

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ARTICLE 1 AGREEMENT

Job Number: WA-2024-XXX Account Code: 2524SS1010

This Agreement is made this 14 day in December in the year 2023, by and between the

OWNER, Incline Village General Improvement District.

and the

CONSTRUCTION MANAGER, Granite Construction Company

Tax identification number (TIN) 940519552
Contractor License No., if applicable 8079

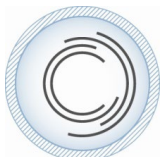
for construction and services in connection with the following

PROJECT IVGID Effluent Export Pipeline GMP2 with the general schedule and locations as follows:

2024: 381+00 to 496+96
2025: 293+00 to 381+00 and 244+00 to 250+00
2026: 200+00 to 244+00

Design Professional is HDR Engineering.

Owner's Representative is Hudson Klein, PE



Owner's On-Site Representative will be confirmed prior to the start of construction; formal written notification of the inspection team will be provided to the Construction Manager.

Construction Manager's Representative is John O'Day_____.

ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.

2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.19, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, and its Subcontractors, in connection with their construction operations.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

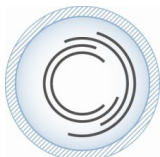
2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached exhibits are a part of this Agreement:

Exhibit A: Guaranteed Maximum Price GMP proposal.

Exhibit B: State Revolving Fund Requirements

- Federal Cross-Cutters
- Certification Regarding Lobbying
- DBE Guidance to Borrowers & Contractor's Preference
- Wage Rate Requirement's including Required Site Postings & Wage Comparison Worksheet
- Federal Debarment



- Implementation of American Iron & Steel Provisions of P.L. 113-76, Consolidated Appropriations Act, 2014 (Final Guidance March 20, 2014)
- Public Awareness/Project Sign
- State Historic Preservation

2.5.2 “Business Day” means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 A “Change Order” is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.

2.5.4 The “Contract Documents” consist of (a) this Agreement; (b) the Exhibits to the Agreement listed in §2.5.1; (c) documents listed in §15.1 as existing contract documents; (d) drawings, specifications, addenda; (e) information furnished by Owner pursuant to §3.17.4, and (f) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 “Contract Time” is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.5.6 “Cost of the Work” means the costs and discounts specified in ARTICLE 8.

2.5.7 The “Construction Manager” is the person or entity identified in ARTICLE 1 and includes Construction Manager’s Representative.

2.5.8 “Date of Commencement” is as set forth in §6.1.

2.5.9 “Day” means a calendar day.

2.5.10 “Defective Work” is any portion of the Work that does not conform with the requirements of the Contract Documents.

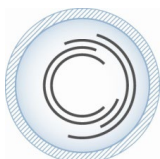
2.5.11 “Design Professional” means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.12 “Final Completion” occurs on the date when Construction Manager’s obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.13 “Hazardous Material” is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.5.14 “Interim Directive” is a written order containing change to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.15 “Law” means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.



2.5.16 “Others” means Owner’s other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.17 “Overhead” means (a) payroll costs, burden, and other compensation of Construction Manager’s employees in Construction Manager’s principal and branch offices; and (b) general and administrative expenses of Construction Manager’s principal and branch offices including charges against Construction Manager for delinquent payments, and costs related to the correction of defective work

2.5.18 “Owner” is the Incline Village General Improvement District (“IVGID”)

2.5.19 The “Owner’s Program” is an initial description of Owner’s objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.5.20 The “Parties” are collectively Owner and Construction Manager.

2.5.21 The “Project,” as identified in ARTICLE 1, is the work of improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others, and all tie-in with the existing pipeline.

2.5.22 The “Schedule of the Work” is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.23 “Subcontractor” is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.24 “Substantial Completion” of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager’s control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.24.1 “Partial Substantial Completion” of a portion the Work, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that partially constructed roadway and pipeline is tied in with the existing, protected for the winter months, and may be utilized, for the use for which each is intended, without unapproved disruption.

2.5.24.2 “Final Substantial Completion” of the Work, occurs on the date when all Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, for the use for which it is intended, without unapproved disruption.

2.5.25 A “Supplier” is a person or entity retained by Construction Manager to provide material or equipment for the Work.

2.5.26 “Terrorism” means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by



coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.27 "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project, in accordance with the Contract Documents, and as necessary to complete a fully functional and operational Project. The Work may refer to the whole Project or only a part of the Project.

2.5.28 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work in accordance with the requirements of the Contract Documents, to perform the Work in a good and workmanlike manner to the satisfaction of IVGID, to prosecute the work with diligence from day to day to Final Completion, and to otherwise fulfill all of Contractor's obligations under the Contract Documents.

3.1.2 Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Construction Manager is not liable to Owner for damages resulting from compliance with such instructions, unless (a) Construction Manager recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

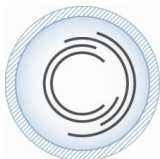
3.1.4 Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.1.5 Construction Manager is responsible for ensuring that all Work under this Contract is completed in a satisfactory manner.

3.1.6 In connection with the performance of Work under this Contract, the Construction Manager agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The Construction Manager further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the



individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review. Regardless of Owners review of Construction Manager's supervising personnel's qualifications, Construction Manager bears all responsibility for ensuring that they possess the requisite fitness, skill and qualifications to perform their portions of the work.

3.2.2 Construction Manager shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.

3.2.3 Construction Manager shall permit only fit, skilled, and, if required, licensed persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately replace the person on receipt of Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE Construction Manager's authorized representative is John O'Day. Construction Manager's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify Owner in writing.

3.3 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS Construction Manager shall furnish to Owner a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

3.4 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with Owner regarding equal employment opportunity and affirmative action programs.

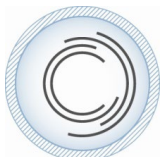
3.5 PERMITS Construction Manager shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.

3.6 GUARANTEED MAXIMUM PRICE (GMP)

3.6.1 Construction Manager shall prepare and submit to Owner in writing a GMP proposal. The GMP proposal shall include the sum of the estimated cost of the Work, Construction Manager's Fee, the clarifications and assumptions upon which it is based, and the Owner's Construction Contingency (Risk Register). The Owner's Construction Contingency which will be solely Owner-controlled and access to those Contingency funds will require advanced written authorization in the form of a contract change order from Owner. Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with Article 9 of this Agreement. In the event there are scope changes, which will be defined by changes to the contract plans or specifications, adjustments will be made in accordance with Article 9 of this Agreement. All unused allowances and contingency, not subject to an executed change order, belong to and remain with the Owner.

3.6.2 BASIS OF GUARANTEED MAXIMUM PRICE Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.6.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;



3.6.2.2 a list of allowances and a statement of their basis;

3.6.2.3 a list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.6.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.6.2.5 a schedule of applicable alternate prices;

3.6.2.6 a schedule of applicable unit prices;

3.6.2.7 a statement of any work to be self-performed by Construction Manager.

3.6.3 Construction Manager shall meet with Owner to review the GMP proposal. If Owner discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP proposal. Owner shall then give prompt written approval of the GMP.

3.6.4 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances, as detailed below, shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

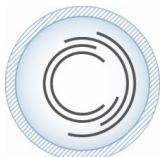
3.6.5 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement, the Parties' Preconstruction Agreement executed on February 1, 2021, or as Owner may specifically authorize in writing.

3.7 WORKMANSHIP

3.7.1 The Work shall be executed in accordance with the Contract Documents, and all applicable laws, as well as in a good and workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.8 COOPERATION WITH WORK OF OWNER AND OTHERS

3.8.1 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.



3.8.2 With regard to the work of Owner and Others, Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Construction Manager's Work with theirs.

3.8.3 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Construction Manager shall give Owner prompt, written notification of any defects Construction Manager discovers in their work which will prevent the proper execution of the Work. Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Construction Manager does not notify Owner of defects interfering with the performance of the Work, Construction Manager acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Construction Manager of defects, Owner shall promptly issue an Interim Directive informing Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.9 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.9.1 Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work. Construction Manager acknowledges that it is familiar with the worksite and assumes all risks associated with or relating to the Project site and subsurface conditions regardless of the condition, cause, event or effect, and Contractor shall remain responsible and obligated to complete the Project and Work provided in the Contract Documents without extension or increase in the Contract Time or Contract Sum. In the event Owner has provided any geotechnical or soils reports or similar information, Construction Manager may rely upon such information and reports at its sole risk. Owner makes no implied or expressed representations or warranties regarding such reports or information, and has no liability or responsibility. Construction manager shall not be responsible for manmade subsurface conditions that could not be foreseen or anticipated with inspection, such as historical or cultural artifacts, burial grounds, and similar, or as otherwise agreed to in contract documents, such as, but not limited to, specifications and risk register concerning hard rock excavation.

3.9.2 Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner.

3.9.3 Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless Construction Manager knowingly fails to report a recognized problem to Owner.

3.9.4 Nothing in §3.9 shall relieve Construction Manager of responsibility for its own errors, inconsistencies, or omissions.

3.9.5 Construction Manager shall preserve all records related to the project for a period of three years after the final payment or longer where required by Law.

3.9.5.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work.

3.10 MATERIALS FURNISHED BY OWNER OR OTHERS



3.10.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, install, and protect the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due to Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.11 TESTS AND INSPECTIONS

3.11.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.11.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.11.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

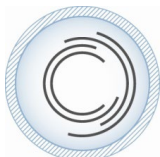
3.11.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for the costs of investigation, uncovering the work, correction and/or retesting.

3.12 WARRANTY

3.12.1 Construction Manager warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, or abuse. Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work for a period of one (1) year.

3.12.2 With respect to any portion of Work first performed after Substantial Completion, Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.12.3 Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately



below. After that period Construction Manager shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.13 CORRECTION OF WORK WITHIN ONE YEAR

3.13.1 If before Final Substantial Completion or within one year after the date of Partial Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify Construction Manager in writing. Unless Owner provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction and inspection of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, Owner waives Construction Manager's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.13.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Construction Manager.

3.13.3 If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to Owner.

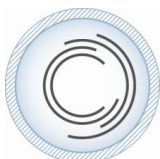
3.13.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.

3.13.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.13.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.13.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any reasonable diminution in the value of the Project caused by such Defective Work.

3.14 CORRECTION OF COVERED WORK



3.14.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.

3.14.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and re-cover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.15 SAFETY OF PERSONS AND PROPERTY

3.15.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.15.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to Owner, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to Owner.

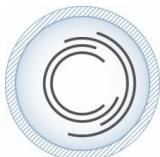
3.15.3 Construction Manager shall provide Owner with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

3.15.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Construction Manager's safety program, may require by Interim Directive Construction Manager to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Construction Manager does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with Owner's reasonable request.

3.16 EMERGENCIES In an emergency affecting the safety of persons or property, Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.17 HAZARDOUS MATERIALS



3.17.1 Construction Manager shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.17.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Construction Manager shall be entitled to immediately stop Work in the affected area. Construction Manager shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.17.3 Construction Manager shall not resume nor be required to continue any Work affected by any Hazardous Material until the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.17.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.17.5 If Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material outside the Construction Manager's control, Construction Manager shall be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.17.6 MATERIALS BROUGHT TO THE WORKSITE

3.17.6.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.17.6.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.17.6.3 To the extent permitted under the subsection titled, "LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES" and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Construction Manager shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager

3.18 SUBMITTALS



3.18.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in a mutually agreeable electronic form or agreed upon method. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, Construction Manager agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.18.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.18.3 Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed.

3.18.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.18.5 Construction Manager shall prepare and submit to Owner

- Redline drawings and survey data files for as-built drawing preparations (including surveyed locations of vertical and horizontal alignment of the new pipeline);
- Updated electronic data or in the agreed upon method;
- Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.19 DESIGN DELEGATION If the Contract Documents require Construction Manager to specify that Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Construction Manager's design professional.

3.20 WORKSITE CONDITIONS



3.20.1 WORKSITE VISIT Construction Manager acknowledges that it has visited and is familiar with the Worksite, and had the opportunity to visually inspect the general and local conditions which could affect the Work.

3.20.2 CONCEALED OR UNKNOWN SITE CONDITIONS Construction Manager acknowledges that it is familiar with the site from inspection and its Pre-Construction Services work on this Project. Construction Manager assumes all risks associated with or relating to the Project site and subsurface conditions except for (a) manmade subsurface conditions that could not be foreseen or anticipated with inspection, such as historical or cultural artifacts, burial grounds, and similar (b) a subsurface or other physical condition materially different from those indicated in the Contract Documents, (c) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, and (d) as otherwise agreed to in contract documents, such as, but not limited to, specifications and risk register concerning hard rock excavation. Construction Manager shall remain responsible and obligated to complete the Project and Work provided in the Contract Documents. In the event Owner has provided any geotechnical or soils reports or similar information, Contractor may rely upon such information and reports. Owner makes no implied or expressed representations or warranties regarding such reports or information and has no liability or responsibility. Construction Manager shall continue working while the unknown site condition is evaluated. Construction Manager shall be entitled to rely on the design documents and specifications as being accurate and complete and shall not be responsible for error or deficiencies in such documents. Construction Manager's required review of any contract documents is strictly for the purpose of facilitating construction by the Construction Manager and is made in Construction Manager's capacity as a Construction Manager and not as a design professional, but any nonconformity or deficiency discovered by or made known to Construction Manager shall be reported promptly to Owner.

Any change in the GMP, estimated Cost of the Work, Date of Substantial Completion or Date of Final Completion, and, as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.21 PERMITS AND TAXES

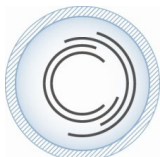
3.21.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.3, shall obtain the Washoe County Air Quality permit, NDEP Air Quality Permit, NDEP Storm Water Permit, NDEP De-Watering Permit, and other permits as mutually agreed and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.21.2 Construction Manager shall pay applicable taxes for the Work provided by Construction Manager.

3.21.3 If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

3.22 CUTTING, FITTING, AND PATCHING

3.22.1 Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.



3.22.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.23 CLEAN UP

3.23.1 Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris. Construction Manager shall not be responsible for bulk item debris or bulk item waste generated by others outside of Construction Manager's authority and control.

3.23.2 If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3.24 ACCESS TO WORK Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress.

3.25 COMPLIANCE WITH LAWS Construction Manager shall comply with all Laws at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.

3.25.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, Date of Substantial Completion or Date of Final Completion may be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

3.26 CONFIDENTIALITY Construction Manager shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Construction Manager or which Construction Manager may acquire in performing the Work. To the extent necessary to perform the Work, Construction Manager's confidentiality obligations do not apply to disclosures to Subcontractors, and Suppliers. Owner shall Treat as Confidential information all of Construction Manager's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Construction Manager the following:



4.2.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.2.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

the limits of Pollution Liability Insurance covering the Worksite

4.2.3 any other information or services requested in writing by Construction Manager which are required for Construction Manager's performance of the Work and under Owner's control.

4.3 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Construction Manager pursuant to the section titled PERMITS AND TAXES, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.4 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within fourteen (14) Days after receiving Construction Manager's written request, Owner shall provide Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

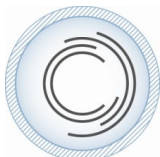
4.5 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.

4.6 OWNER'S REPRESENTATIVE Owner's Representative is Hudson Klein, PE. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing.

4.7 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

4.8 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.9 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.



ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, Construction Manager shall provide Owner, with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify Construction Manager in writing.

5.2.2 If Owner has reasonably and promptly objected, Construction Manager shall not contract with the proposed Subcontractor or Supplier, and Construction Manager shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.

5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS Construction Manager agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the terms and conditions of the Contract Documents and all provisions as applicable to Subcontractor's or Supplier's portion of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, at Owner's sole discretion, each subcontract and supply agreement may be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to sections titled "TERMINATION BY OWNER FOR CONVENIENCE" and "CONSTRUCTION MANAGER'S RIGHT TO TERMINATE"; (b) if Owner accepts such assignment after termination by notifying the Construction Manager and Subcontractor or Construction Manager and Supplier in writing; and (c) Owner assumes all rights and obligations of Construction Manager pursuant to each subcontract or supply agreement.

5.4.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below:

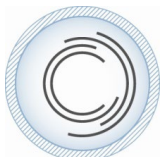
6.1.1 NOTICE TO PROCEED Work shall not proceed until the Notice to Proceed is issued by the Owner. Notice to proceed will be issued by formal, written Notice to Proceed each construction year on or about the following dates:

2024: April 12, 2024.

2025: April 11, 2025

2026: April 10, 2026

6.1.2 PARTIAL/FINAL SUBSTANTIAL COMPLETION Unless the Parties agree otherwise, the Date of Partial Substantial Completion shall be November 1 of each respective construction years of 2024 and 2025, and the Date of Final Substantial Completion shall be November 1, 2026. The Date of



Substantial Completion and/or the Date of Final Completion shall be subject to adjustments as provided for in the Contract Documents and/or local regulations.

6.1.3 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.4 Unless instructed by Owner in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Construction Manager shall submit to Owner a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Construction Manager shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment under ARTICLE 9.

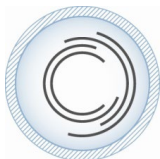
6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, Construction Manager may be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (b) encountering Hazardous Materials, or concealed or unknown conditions; (c) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (d) fire; (e) Terrorism; (f) epidemics; (g) adverse governmental actions. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (g) immediately above, Construction Manager may be entitled to an equitable adjustment in the GMP

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in section titled "DELAYS AND EXTENSIONS OF TIME," Construction Manager shall give Owner written notice of



the claim in accordance with the section titled, "CHANGES NOTICE." If Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to the section titled, "LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES." Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.5 LIQUIDATED DAMAGES

6.5.1 PARTIAL and FINAL SUBSTANTIAL COMPLETION Liquidated damages based on the PARTIAL and FINAL Substantial Completion dates identified in Section 6.1.2 shall apply, when applicable.

6.5.1.1 Owner will suffer damages which are difficult to determine and accurately specify if the Partial Substantial Completion dates, as may be amended by subsequent Change Order, are not attained. Construction Manager shall pay Owner five thousand dollars (\$5,000.00) as liquidated damages and not as a penalty for each Calendar Day that Partial Substantial Completion extends beyond the Partial Substantial Completion dates. When work extends beyond the Partial Substantial Completion date, these liquidated damages shall be enforced only for Calendar Days granted as Grading Season Exceptions by the Tahoe Regional Planning Agency and permit extensions granted by the Nevada Department of Transportation. These liquidated damages are in lieu of all liability for any claims, penalties, and other damages that may be incurred by Owner resulting from not attaining the Partial Substantial Completion date(s).

6.5.1.2 In the event that Construction Manager does not reach Final Substantial Completion in 2026 at the date specified in Section 6.1.2, and no Change Order is issued, then Owner will suffer damages which are difficult to determine and accurately specify. Construction Manager shall pay Owner five thousand dollars (\$5,000.00) as liquidated damages and not as a penalty for each Calendar Day that Final Substantial Completion extends beyond the Final Substantial Completion date.

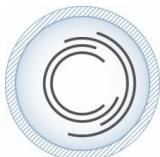
6.5.2 FINAL COMPLETION Liquidated damages based on the Final Completion dates identified in Section 6.1.2 shall apply.

6.5.2.1 Owner will suffer damages which are difficult to determine and accurately specify if the Final Completion date, as may be amended by subsequent Change Order, is not attained. Construction Manager shall pay Owner five thousand dollars (\$5,000.00) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Final Completion date. These liquidated damages are in lieu of all liability for any extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining Final Completion date.

6.5.3 Construction Manager's maximum liability for liquidated damages in this Section is two hundred fifty thousand dollars (\$250,000).

6.5.4 Other applicable liquidated damages shall be included as Agreement exhibit.

6.6 WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages described above and excluding losses covered by insurance required by the Contract Documents, neither Party shall be liable to the other for consequential, incidental, indirect, or punitive damages including loss of use, lost profits, loss of business opportunity, and loss of business goodwill. This section shall not limit Construction Manager's liability and obligation to pay any penalties or fines imposed by governmental agencies and stemming from Construction Manager's negligent act(s).



6.6.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate Construction Manager for Work performed on the following basis:

- 7.1.1 the Cost of the Work as allowed in ARTICLE 8;
- 7.1.2 Construction Manager's Fee of 10% of the Direct Cost Items as defined in ARTICLE 8.2;
- 7.1.3 The Construction Manager's Fee on the used Risk Reserves, if any, shall be 10%; and
- 7.1.4 Unused Risk Reserve funds remaining after Final Completion and all necessary sign-offs, shall be distributed 80% to the Owner and 20% to the Construction Manager. No additional Construction Manager's Fee shall be applied to the Unused Risk Reserves.

7.2 The compensation to be paid shall be limited to the GMP established in Exhibit A, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE Construction Manager's Fee of 10% shall only apply to Direct Cost Items as defined in ARTICLE 8.2 and shall not be applied to the following:

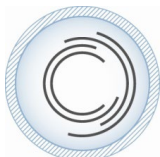
- 7.3.1 Salaries for incidental employees that are performing work pertaining to the Project at the CMAR's principal and branch offices, except any employees that are included in the Construction Manager's General Conditions.
- 7.3.2 General and administrative expenses for the Construction Manager's principal and branch offices pertaining to performance of the Work. Specifically excluded are general and administrative expenses for the Construction Manager's field office.
- 7.3.3 The Construction Manager's profit.

ARTICLE 8 COST OF THE WORK

8.1 Owner agrees to pay Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stated in §7.1.2.

8.2 DIRECT COST ITEMS

- 8.2.1 Labor wages directly employed by Construction Manager in performing of the Work.
- 8.2.2 Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed and employees from the principal or branch office as mutually agreed by the Parties in writing
- 8.2.3 Salaries for the Construction Manager's foreman, project managers, project engineers, project coordinators, project estimators, superintendents, and project schedulers.
- 8.2.4 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.



8.2.5 Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

8.2.6 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work.

8.2.7 Cost of the premiums for all insurance and surety bonds which Construction Manager is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the GMP.

8.2.8 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

8.2.9 Permits, fees, licenses, tests, royalties.

8.2.10 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.

8.2.11 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.12 Water, power, and fuel costs necessary for the Work.

8.2.13 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.14 Costs related to the Construction Manager's safety, environmental, and quality programs.

8.2.15 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Construction Manager may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Date of Substantial Completion or Date of Final Completion. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.



9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with Construction Manager on the adjustment, in the GMP, Date of Substantial Completion or Date of Final Completion, or directing Construction Manager to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Construction Manager shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Construction Manager seventy five percent (75%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

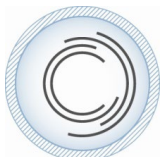
9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.



9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give Owner verbal notice as soon as possible and provide a written notice of the claim no later than seven (7) Days after the occurrence giving rise to the claim or within (14) fourteen Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. If Construction Manager fails to provide the written claim within the stated timeframes, it will not be eligible for a change order. Owner's failure to so respond shall be deemed an acceptance of Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within fourteen (14) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than seven (7) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed an acceptance of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Construction Manager shall submit to Owner, a monthly application for payment no later than the fifth (5th) Day of the calendar month for the preceding calendar month. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any approved payment application, no later than thirty days from submission of an approved application for payment. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.



10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, Construction Manager shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. In no event shall Construction Manager be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, Construction Manager shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Construction Manager fails to take such action on a lien, Owner may cause the lien to be removed at Construction Manager's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain five percent (5%), of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 By December 31st of each calendar year immediately following the Owner's acceptance of a specific portion of Work and issuance of Partial Substantial Completion for that Work, Owner shall release the 5% retention being withheld for that Work and the warranty period shall commence for that Work;

10.2.4.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.4.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Construction Manager is responsible under this Agreement:

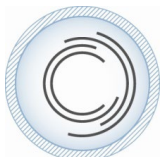
10.3.1 Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Construction Manager to Owner or others to whom Owner may be liable;

10.3.3 Construction Manager's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Construction Manager in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;



10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established. No later than twenty-one (21) Days after receipt of an application for payment, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld. Notwithstanding the foregoing, disputed payment amounts shall not be cause to withhold timely payment of undisputed amounts.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 SUBSTANTIAL COMPLETION

10.5.1 Construction Manager shall notify Owner when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its On-Site Representative, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its On-Site Representative, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

10.5.2 When Substantial Completion of the Work or a designated portion is achieved, the Owner shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Owner to Construction Manager for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.5.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.5.4 Upon Construction Manager's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Construction Manager the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred percent (100%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe. Owner shall pay Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.6 PARTIAL OCCUPANCY OR USE

10.6.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use.



Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.7 FINAL COMPLETION AND FINAL PAYMENT

10.7.1 Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its On-Site Representative shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.7.2 When the Work is complete, Construction Manager shall prepare for Owner's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.7.3 Final payment of the balance of the GMP shall be made to Construction Manager within twenty (20) Days after Construction Manager has submitted an application for final payment, including submissions required under §10.7.4, and a Certificate of Final Completion has been executed by the Parties.

10.7.4 Final payment shall be due on Construction Manager's submission of the following to Owner:

10.7.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.7.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.7.4.3 release of any liens, conditioned on final payment being received;

10.7.4.4 consent of any surety; and

10.7.4.5 any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

10.7.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.7.

10.7.6 ACCEPTANCE OF FINAL PAYMENT Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.8 LATE PAYMENT Payments due but unpaid, after 45 days, shall bear interest at the rate six (6) percent APR.



ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Construction Manager shall indemnify, defend, and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to reasonable attorney's fees, directly or indirectly arising out of, connected with or resulting from this Agreement or the performance or nonperformance of the Work or the construction of the Project. Construction Manager shall indemnify, defend, and hold harmless the Indemnitees from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to reasonable attorney's fees. This indemnification shall not apply in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.

11.1.2 **LIMITATION ON LIABILITY** Construction Manager expressly waives the right to recover consequential damages as stated in 6.7. provided that the foregoing waiver by Owner shall not apply to (i) claims for which Construction Manager is required to indemnify Owner pursuant to this agreement or (ii) claims covered by insurance. In any and all claims against the Owner or its officers, agents, or employees by any employee of the CMAR, any Subcontractor, supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CMAR or any Subcontractor or supplier under workers compensation acts, disability benefit acts, or other employee benefit acts.

11.2 INSURANCE

11.2.1 Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury, contractual liability, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 Business Automobile Liability Insurance \$5,000,000 combined single limit per occurrence.

11.2.1.2 Commercial General Liability Insurance

(a) \$5,000,000 per occurrence.

(b) \$10,000,000 general aggregate.

(c) \$2,000,000 products/completed operations aggregate.

(d) \$2,000,000 personal and advertising injury limit.

11.2.2 **Additional Insured.** Owner shall be named as an additional insured on Construction Manager's CGL specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's



behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

11.2.3 Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.4 Workman's Compensation: It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by Owner 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 Owner a Certificate of Insurance from an admitted insurance company in the State of Nevada that complies with all the requirements of Nevada law.

11.2.5 Construction Manager shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.

11.2.6 To the extent commercially available to Construction Manager from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) thirty (30) Days before coverage is nonrenewed by the insurance company and (b) within ten (10) Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 BUILDER'S RISK INSURANCE

11.3.1 Before starting the Work, Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Construction Manager's activities or operations at the Project;



11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall be provided a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1.2, Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.4 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Final Completion.

11.3.5 POLLUTION LIABILITY INSURANCE Construction Manager is/ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.5.1 If applicable: in the following amounts: \$5,000,000 per occurrence, and shall apply for five [5] year(s) after Final Completion. The policy shall cover Construction Manager's liability during construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of effluents, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not have exclusions for mold or asbestos.



11.4 ROYALTIES, PATENTS, AND COPYRIGHTS Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds are/ are not required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

11.5.1 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 §3.13, whichever is later.

11.5.2 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.

11.5.3 All bonds must be in the form specified by Owner prior to execution of the Contract, 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.

11.5.4 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 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.

11.5.5 If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under this Contract.

11.5.6 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.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay,



or interrupt that portion of the Work for the time period ordered by Owner. If the Owner suspends, delays, or interrupts the performance of the Work for a period that exceeds 10 days, then Owner shall compensate the Construction Manager for the reasonable cost of the suspension, delay, or interruption of the Work.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager, but shall give Construction Manager prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Construction Manager shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Construction Manager. If Owner exercises its rights under this section, upon the request of Construction Manager, Owner shall furnish to Construction Manager a detailed accounting of the costs incurred by Owner.

12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work.

12.3.3 If Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Construction Manager or Construction Manager's trustee rejects the Agreement; (b) a default occurred and Construction Manager is unable to give adequate assurance of required



performance; or (c) Construction Manager is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice Construction Manager for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Construction Manager's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. Construction Manager shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If Owner terminates this Agreement for convenience, Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed;

12.4.3 If Owner terminates this Agreement, Construction Manager shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

12.5.1 Seven (7) Days after Owner's receipt of written notice from Construction Manager, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 assigns this Agreement over Construction Manager's reasonable objection, or

12.5.2.2 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5



12.5.3 Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed and demobilization costs.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution.

13.3 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

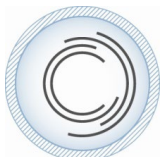
13.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties may commence litigation in Washoe County, Nevada.

13.5 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.6 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

13.7 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.8 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.



ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Construction Manager than this Agreement. If such assignment occurs, Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

- (a) Drawings: Effluent Export Pipeline Project IVGID Project No. 2524SS1010 Public Works Project No. WA-2023-034 Issued for Construction (Revision 4) prepared by HDR Engineering dated April 2023, and C001, C104, C105, C116rev1 dated August 2023 (Rev5), the total construction drawing package consisting of 47 sheets,



- (b) Specifications: Contract Documents for Effluent Export Pipeline Project IVGID Project Number 2524SS1010 PWP No. WA-2023-034 Issued for Bidding prepared by HDR Engineering dated February 2023 consisting of 230 pages,
- (c) Addenda: None at time of execution
- (d) Owner Provided information: All reports and project documentation provided to Granite Construction as part of the Pre-Construction Services portion of the Effluent Export Pipeline project,
- (e) Other: Geotechnical Report titled "Effluent Export Project, Phase II Geotechnical Investigation Report State Route 28 Washoe and Carson Counties, Nevada" as prepared by HDR Engineering dated September 23, 2011,
- (f) T2 Utility Engineers Ground Penetrating Radar AutoCAD Drawing delivered to Construction Manager on 03/23/2023.
- (g) Data from the Exploratory Test Hole work, which was commissioned and procured by Owner, and recorded by Construction Manager in June and September of 2023.
- (h) GMP Documents (Schedule of Values, List of Construction Manager Assumptions, Owners Construction Risk Register, and CPM Schedule)
- (i) Construction Manager Procured Materials Shop Drawings, for example but not limited to the ductile or steel pipe manufacturer shop drawings/lay sheets.

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

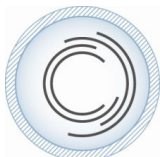
15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the order of precedence shall be 1. Drawings 2. Shop Drawings 3. Specifications. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.17.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.



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

Matthew Dent, Chairman

Date

David Noble, Secretary

Date

Reviewed as to Form:

Joshua Nelson
District Legal Counsel

Date

CONTRACTOR:
GRANITE CONSTRUCTION COMPANY
Agreed to:

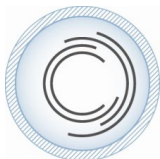
By: _____

Signature of Authorized Agent

Print or Type Name and Title

Date

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



**ENCLOSURES - Statement of Basis of Guaranteed Maximum Price –
GMP 2 (2024-2026 Seasons)
Per CMAR Agreement Section 3.6.2**

3.6.2.1: list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

- (a) Drawings: Effluent Export Pipeline Project IVGID Project No. 2524SS1010 Public Works Project No. WA-2023-034 Issued for Construction (Revision 4) prepared by HDR Engineering dated April 2023, consisting of 43 sheets. Inclusive of Revised Drawings, Issue Number 5 (dated August 2023): C001, C104, C105, C116rev1.
- (b) Specifications: Contract Documents for Effluent Export Pipeline Project IVGID Project Number 2524SS1010 PWP No. WA-2023-034 Issued for Bidding prepared by HDR Engineering dated February 2023 consisting of 230 pages.

3.6.2.2: list of allowances and a statement of their basis;

- (a) Risk Register titled *GMP 2 (2024-2026 Season) Risk Consolidation* (dated November 30, 2023)
- (b) Risk Register Breakdown of Estimated Costs (dated November 30, 2023)
- (c) 2024 - 2026 Project Roles & Responsibilities

General - This work shall consist of repairing, rebuilding, replacing, protecting, constructing or reconstruction of any surface or subsurface improvements which are not specified in the Construction Documents provided such work is separately authorized by IVGID and is identified herein as an item of work required as a result of the occurrence of a Project risk event at the sole discretion of IVGID.

Risk Events - Without limiting the generality of the foregoing, the following items of work have been identified to be potentially required due to the occurrence of risk events for this Project. These items were developed through a collaborative risk assessment process involving IVGID and the CMAR prior to the CMAR's GMP 2 submittal:

IVGID Effluent Export Pipeline GMP 2 Risk Register			GMP 2 Consolidation		GMP 2 Comments
No.	Description Of Risk	Mitigation Strategy	Cost (\$)	GMP 2 Estimated Risk Ammount	GMP 1 Comments
1	(a) Subsurface Issues – to include required changes to excavation limits, fill materials, subsurface water management, disposal of materials, slope scaling, and rock excavation efforts. (b) Utility Issues – to include utility relocations, utility adjustments, and unforeseen damage to existing utilities.	GPR, Pothole, Design out, survey existing conditions	\$ 9,934,803	\$ 4,170,284	Items 3, 6, 7, 7a, and 9 in the attached Risk Register Breakdown.
2	(a) Environmental issues – to include increases to environmental efforts due to unforeseen weather conditions and additional permit requirements. Additional TRPA requirements not explicitly identified in contract documents. (b) Maintenance of traffic issues – Effective due to unforeseen conditions. To include required changes to or need for additional traffic control devices or personnel, setup and duration for the increased safety of the traveling public. (c) Additional Work – to include final design modifications to the extent work is required that was not specified in the Contract Documents at the time of GMP 2 bid. (d) Escalations - to include fuel and material escalations (or reductions) outside of what is presently included in GMP 2.	Advanced scheduling, emergency action plans, consult stakeholders, early material procurement, secure yard agreements	\$ 8,019,426	\$ 3,517,587	Items 12, 13, 22, 24, 25, 27, 29, 36, and 37 in the attached Risk Register Breakdown.
Totals			\$ 7,687,871		

IVGID Effluent Export Pipeline GMP 2 Risk Register Breakdown of Estimated Costs					Quantitative Analysis				Comments	
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost Impacts (\$)		Schedule Impacts (Working Days)		Original Comments	Additional Comments (GMP 2)
					Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact		
3	New pipeline alignment conflicts with existing utilities and/or existing improvements. (i.e. existing IVGID effluent pipeline, NDOT crossings, fiber optic, etc)	GPR, Pothole, Design out, survey existing conditions, purchase additional fittings Coordinate with NDOT / adjacent contractors (i.e. new fiber line installation)	Cost & Schedule	20%	\$ 1,467,763.00	\$ 293,552.60	15	3	Conflict with existing pipeline alignment creating additional crossings or tie-in connection points. Encounter unknown culvert crossings or other utilities (Guardrail, Concrete Curb & Gutter, AC Curb Removal and Replacement)	Updated Risk Calculation (11/2023): DIP: 19,993 x 5% = 1,000 LF 1,000 LF x \$620/LF (not including materials) = \$620,000 Production: 1,000 LF / 125 LF/Shift = 8 Days = 2 weeks Traffic Control = \$11k/day x 10 days = \$110,000 GCs = \$18.5k x 10 days = \$185,000 Total DIP Cost = \$915,000 WSP: 4,411 LF x 5% = 221 LF 221 LF x \$1,230/LF (not including materials) = \$271,830 Production: 221 LF / 75 LF/Shift = 3 Shifts = 1 week Traffic Control = \$11k/day x 5 days = \$55,000 GCs = \$18.5k x 5 days = \$92,500 Total WSP Cost = \$419,330 Total Direct Cost = \$1,334,330 w/ 10% Contractor's Fee = \$1,467,763
6	Existing pipe discharge due to break or pipe failure (flooded trench, enviro release, etc) - outside of GC negligence	Emergency Response Plan, Repair parts on hand (in-stock) at local supply, etc. GC to make repairs and coordinate with IVGID operations throughout construction	Cost & Schedule	33.3%	\$ 876,150.00	\$ 291,757.95	15	5	Assume crew cost = \$20k/shift x 1 week x 3 seasons Traffic Control = \$11k/day x 1 week x 3 seasons GCs = \$18.5k x 1 week x 3 seasons Original Total = \$817,500	Update Risk Calculation (9/2023): Day/Night crew cost calculation: Day Crew = \$6,900 / shift Day Stockpile = \$4,000 / shift Night Crew = \$9,300 / shift Night Stockpile = \$3,400 / shift Total = \$23,600 / Day Crew cost = \$23,600/day x 5 days x 3 seasons = \$354,000 Traffic Control = \$11k/day x 5 days x 3 seasons = \$165,000 GCs = \$18.5k x 5 days x 3 seasons = \$277,500 Total Direct Cost = \$796,500 w/ 10% Contractor's Fee = \$876,150

IVGID Effluent Export Pipeline GMP 2 Risk Register Breakdown of Estimated Costs					Quantitative Analysis				Comments	
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost Impacts (\$)		Schedule Impacts (Working Days)		Original Comments	Additional Comments (GMP 2)
					Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact		
7a	The exploratory rock drilling exploration from GMP 1 accounts for 15,500 of 24,000 LF of pipeline trench remaining to excavate. The unexplored length of 7,500 LF could still contain an unknown amount of unknown rock requiring rock breaking to install the pipe and appurtenances (i.e. Cathodic Protection anodes as shown in Corrosion Protection Details calling for installation minimum 5 to 10 feet horizontal distance from outside edge of pipeline and minimum 8 feet below the invert of the pipe).		Cost & Schedule	27%	\$ 4,926,350.00	\$ 1,330,114.50	100	27		Unexplored Trench = 7,500 LF Anticipated Crew productions to break and excavate 300 LF of pipe trench per week. Potential un-explored Trench w/ Rock = 7,500 LF / 300 LF/week = 25 weeks x 4 days/week = 100 Days NCB daily rate (2 shifts) = \$12,680/day GCCO support = \$18,450/day Rock Breaking = \$31,130 x 100 = \$3,113,000 Traffic Control = \$42,000 x 25 wks = \$1,050,000 Barrier Rail = \$98,000 Roadway Reinstatement = \$217,500 Total Direct Cost = \$4,478,500 w/ 10% Contractor's Fee = \$4,926,350 Probabilty based on GMP results; 4,170 LF / 15,500 LF = 27%
7	Encounter hard rock that needs to be excavated in excess of what is included in budget which triggers T&M tracking and payment over 8-hours of hydraulic hammering at a given location. Anticipated hard rock that may trigger this could include bedrock and/or large non-excavatable boulders. One trigger would be in excess of 8 hours of hammering per week that affects the pipe crew's production. Another would be if production begins to be affected when the lay crew catches up to the hammer hoe and is unable to install additional pipe. Pipe crew is considered labor, equipment, hauling, and subcontractors necessary to complete typical pipe installation.	- Improved quantification of known hard rock locations (to identify LF of trench) via GPR intel, followed up with pre-work package to include potholing (conventional or track-drilling). - Estimate includes Hammer Hoe attachment for nuisance rock - Rock-splitting to remove rock. - Correlate HDR PDR (June 2012) Rock excavation limits to current plan set	Cost & Schedule	85%	\$ 2,564,540.00	\$ 2,179,859.00	56	48		Based on current GMP 1 exploration and productions: 4,170 LF out of 15,500 LF of trench drilled is identified as containing rock Current Crew productions are able to break and excavate 300 LF of pipe trench per week. Explored Trench w/ Rock = 4,170 LF / 300 LF/week = 14 weeks x 4 days/week = 56 Days NCB daily rate (2 shifts) = \$12,680/day GCCO support = \$13,170/day Rock Breaking = \$25,850 x 56 Days = \$1,447,600 Traffic Control = \$42,000 x 14 wks = \$644,000 Barrier Rail = \$88,000 Roadway Reinstatement = \$151,800 Total Direct Cost = \$2,331,400 w/ 10% Contractor's Fee = \$2,564,540

IVGID Effluent Export Pipeline GMP 2 Risk Register Breakdown of Estimated Costs					Quantitative Analysis				Comments	
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost Impacts (\$)		Schedule Impacts (Working Days)		Original Comments	Additional Comments (GMP 2)
					Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact		
9	This is risk associated with ground water in excess of what GC can pump with a 2" sump pump and discharge onsite (Granite is considering this nuisance water). Triggered if Granite needs to apply for an NDEP dewatering permit (250 GPM and/or if water cannot be utilized in typical construction operations (i.e. moisture conditioning and dust control)).	Proper Permits & Dewatering Equip, coordinate with local agencies	Cost & Schedule	75%	\$ 100,000.00	\$ 75,000.00	4	3	Account for 500LF of overall pipeline length (near Bliss, Secret Creek, and Skunk Harbor)	Update Risk Calculation (10/2023): 2 months rent (de-watering system) x \$50,000 per month Total Direct Cost = \$100k (including 10% Contractor Fee)
12	Delay start of construction due to availability of materials, weather delay, permitting.	Identify & Order Early/Separate GMP	Cost & Schedule	66.6%	\$ 486,750.00	\$ 324,175.50	15	10	Currently carrying 15 days of weather in GMP 2 CPM (5 days per season). Additional 5 days of incimate weather per season accounted for here.	\$11k/ day TC x 5 days x 3 seasons = \$165,000 \$18.5K/day GCs x 5 days x 3 seasons = \$277,500 Total Direct Cost = \$442,500 w/ 10% Contractor's Fee = \$486,750
13	Escalations for fuel surcharges on trucking and welded steel pipe buy going above the bid day percentage.	Order Early/Separate GMPs/Identify Stockpile storage location options At for Construction Design, GC includes Labor and Equipment (less fuel) escalations. Materials escalations to remain as Risk	Cost	50%	\$ 913,000.00	\$ 456,500.00	0	0	5% year-over-year. Original Total = \$1,000,000	Risk if Fuel Prices increase above what is included in GMP 2. GMP 2 trucking fuel prices included up to \$5.59/gal If fuel prices increase above \$5.59/gal, a fuel surcharge will be applied. The fuel surcharge increase will be equal to 1% for every \$0.10 increase in fuel price as determined by referencing the weekly average diesel (U.S. On-Highway Diesel Fuel Prices – West Coast (PADD 5) less California) price postings as provided by the U.S. Energy Information Administration Fuel price determined as of the closing date per each monthly payment application submission. Escalations, if applicable, will be paid per monthly payment applications per mutually agreeable terms. GMP 2 Trucking amount = \$7,700,000 @ 10% escalation = \$770,000 Welded Steel Pipe risk if escalation goes above the 5% escalation in GMP 2. Cost increase based on escalation of 10% year-over-year = \$143K increase No Contractor's Fee (no markup) will be applied.

IVGID Effluent Export Pipeline GMP 2 Risk Register Breakdown of Estimated Costs					Quantitative Analysis				Comments	
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost Impacts (\$)		Schedule Impacts (Working Days)		Original Comments	Additional Comments (GMP 2)
					Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact		
22	If NDOT right-of-way staging areas at Spooner Summit are not available for project use at time of construction.	Use IVGID property or other location outside of basin (i.e. bottom of US 50)	Cost	58%	\$ 3,223,000.00	\$ 1,869,340.00	0	0		Per recent discussions with NDOT permits regarding upcoming NDOT projects on US 50 and SR 28, the current yard use at SR 28 and US 50 "Spooner Summit" is not guaranteed for IVGID's projects and is therefore still a risk. Haul to dump hill site currently at \$2.93M. w/ 10% Contractor's Fee = \$3,223,000 Haul to bottom of Spooner Summit in Carson City \$1.7M (most logical scenario, currently working on land use agreement) w/ 10% Contractor's Fee = \$1,870,000
24	Emergency reposnse - Wildfire / Traffic accident	Emergency Response Plan	Cost & Schedule	25%	\$ 1,343,100.00	\$ 335,775.00	66	16.5	GCs = \$18,500/day x 1 month x 3 seasons	Total Direct Cost = \$1,221,000 w/ 10% Contractor's Fee = \$1,343,100
25	Added requirement to modify traffic control plan/system to accommodate NDOT or reduce traffic risk	Add Pilot Car	Cost	20%	\$ 1,018,930.00	\$ 203,786.00	0	0	Pilot Car: 3 Seasons. Most likely time of season for need of pilot car is July/August during peak season.	Updated Description (10/2023): Need will likely occur when implementing longer closures to accommodate multiple work zones (i.e. Rock Breaking, Jack & Bore, Concurrent work, etc.) Pilot Car = \$1,475 / shift x 2 = \$2,950 / Day x 314 Days Total Direct Cost = \$926,300 w/ 10% Contractor's Fee = \$1,018,930



Version Date: November 30, 2023



IVGID Effluent Export Pipeline GMP 2 Risk Register Breakdown of Estimated Costs					Quantitative Analysis				Comments	
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost Impacts (\$)		Schedule Impacts (Working Days)		Original Comments	Additional Comments (GMP 2)
					Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact		
27	Unforeseen Special Events (Races & Marathons not identified in contract)	Consult Stakeholders Early & Often	Cost & Schedule	30%	\$ 486,750.00	\$ 146,025.00	15	4.5	3 Seasons X 5 Days = 15 Days Traffic Control = \$11k/day x 15 days GCs = \$18.5k x 15 days	Total Direct Cost = \$442,500 w/ 10% Contractor's Fee = \$486,750
29	Unforeseen TRPA required remediation measures at staging yards and/or areas in project limits.		Cost	40%	\$ 100,000.00	\$ 40,000.00	0	0	Cost for potential need to permanently stabilize areas that Granite will need for staging and stockpiling. \$100k total remediation for all areas.	Total Direct Cost = \$100k (including 10% Contractor's Fee)
36	Material cost increases associated with BABA requirements per funding source.		Cost	40%	\$ 275,000.00	\$ 110,000.00	0	0		GMP contains \$5MM in permanent materials (excluding aggregates and asphalt). \$250k is 5% of total materials. Total Direct Cost = \$250,000 w/ 10% Contractor's Fee = \$275,000
37	Additional cost for off-hauling milled grindings and buy/haul of asphalt mix in the event NDOT inspector requires additional paving beyond width limits identified. Estimate includes average 13.0' width. Accounts for additional width up to 16'.	Layout Paving Limits early and discuss with NDOT inspector	Cost	18.5%	\$ 172,896.00	\$ 31,985.76	0	0		Buy / Haul AC = 960 tons @ \$131.00/ton Additional Grindings Haul = 460 CY @ \$68.30/CY Total Direct Cost = \$157,178 w/ 10% Contractor's Fee = \$172,896
Totals					\$	7,687,871.31	403	116.6		

John O'Day - Proj Mgr	Gunnar Young - Proj Eng	TBD - Proj Eng (NIGHT)	TBD - Intern	TBD - Proj Super	Tina Mudd - Environmental Mgr	Madison Cyr - Environmental Eng
<p>General Manage project Manage client relationship Manage project team Perform development reviews</p> <p>Admin Review CPM Review PO's & WOA's Resolve union issues File NOPC's Negotiate NOPC's Negotiate client costs Approve client billing Review all correspondence Resolve certified payroll issues</p> <p>Change Orders Price/negotiate change orders Approve change orders Log change orders Transmit change orders for signature</p> <p>Subcontractors Negotiate subcontracts Review subcontracts</p> <p>Forecast Fianlize forecast Perform MIA Email to CM</p> <p>Safety Attend safety meetings Participate in Take 5's Perform safety audits Manage 3rd party claims</p>	<p>Field Schedule work Setup of trucking Order materials Staking request RFI's Submittals Coordinate with NDOT Job documentation (photos and video) Review work plans</p> <p>Scheduling Update CPM Track float Update 3-week schedule</p> <p>Change Orders Price/negotiate change orders Review change orders</p> <p>Subcontractors Write subcontracts Schedule sub work Subpays Submods Forward 3-week schedule Forward change orders to subs Forward submittals</p> <p>Billing Incorporate EW Verify quantities Turn in to IVGID Incorporate Sub Qty's Generate/Submit EW bills Review client billing</p> <p>Forecast Enter revenue Qty's Enter sub cost quantities</p> <p>Safety Attend safety meetings Participate in Take 5's Perform safety audits</p>	<p>Field - Underground Schedule work Setup trucking Order materials Staking request RFI's Submittals SWPPP Manager Coordinate with utility companies Coordinate with municipal entities Job documentation (photos and video) Develop work plans</p> <p>Invoices Sign/Log invoices Write P.O.'s</p> <p>Quantities Log quantities in qty. book Sign/Log/Send in receivers Log/Track Trucking/Materials</p> <p>Subcontractors Write subcontracts Schedule sub work Subpays Submods Forward change orders to subs Forward submittals</p> <p>Billing Incorporate EW Verify quantities Materials on hand Incorporate Sub Qty's Generate/Submit EW bills</p> <p>Forecast Print reports Update cost quantities</p> <p>Safety Attend safety meetings Participate in Take 5's Perform safety audits</p>	<p>Field Update/renew/log USA tickets Order/track dumpsters Asst. SWPPP Manager Manage water meters Maintain current project MSDS Maintain office supplies</p> <p>Timecards Check/Approve timecards Review daily costs Pre-job costs Reconcile L&E weekly with AS400 FIS contact person</p> <p>Invoices Sign/Log invoices</p> <p>Quantities Log quantities Sign/Log/Send in receivers Field measure quantities Track pay quantities Print weekly reports Log/Track Trucking/Materials</p> <p>Extra Work Setup & track EW codes Track Daily EW reports</p> <p>Billing Summarize quantities Generate/Submit EW bills</p> <p>Forecast Print reports Update cost quantities</p> <p>Safety Attend safety meetings Participate in Take 5's Perform safety audits</p>	<p>Reports to Construction Manager: Matt Cates</p> <p>Field Schedule work Coordinate moves w/ dispatch Review small tools Coordinate subcontractors Schedule inspection Initiate staking requests Manage foreman Manage equipment needs Review production planners Review timecards Resolve field issues with inspectors Understand method of payment</p> <p>Planning Understand material needs Understand dirt balance Understand AS & AB needs Understand design issues Propose design fixes Coordinate crushing Coordinate with client partner Develop master project plan Review work plans</p> <p>Safety Attend safety meetings Participate in Take 5's Perform safety audits Lead and uphold safety</p>	<p>Admin Understand & Interpret local, state, & federal Environmental Laws and Regulations Obtain necessary construction permits Monitor Permit Conditions Ensure Enviro. Compliance Review SWPPP Management Develop Environmental Training Program</p> <p>Field Review Field Level Compliance Provide Enviro. Support to Subs Perform Enviro. Audits</p> <p>Regulatory Direct communication with Agencies Compliance Reporting to Agencies Establish and maintain relationships with Agencies</p> <p>Safety Attend safety meetings Participate in Take 5's</p>	<p>Admin Monitor Permit Conditions Ensure Enviro. Compliance Assist with SWPPP Management</p> <p>Field Manage Environmental Training Program Assist with Enviro. Strategy/Solutions Advise Project Team Ensure Field Level Compliance Hazardous Material Training and Handling Spill Prevention and Reporting BMP Design and Implementation</p> <p>Planning Permit Renewal Schedule SWPPP Scheduling and monitoring Assist with BMP management and correct material purchasing</p> <p>Regulatory Assist Project Team with Inspections Resolve issues with Agency Inspectors</p> <p>Safety Attend safety meetings Participate in Take 5's</p>

3.6.2.3: list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

- (a) IVGID Effluent Export Pipeline Guaranteed Maximum Price (GMP 2) Assumptions (dated November 30, 2023)

IVGID Effluent Export Pipeline

Guaranteed Maximum Price (GMP 2) Assumptions:

This GMP has been established based on the following:

- Anticipated Award Date: December 13, 2023
- Drawings: Effluent Export Pipeline Project IVGID Project No. 2524SS1010 Public Works Project No. WA-2023-034 Issued for Construction (Revision 4) prepared by HDR Engineering (dated April 2023) consisting of 43 sheets.
 - Inclusive of Revised Drawings, Issue Number 5 (dated August 2023): C001, C104, C105, C116rev1
- Specifications: Contract Documents for Effluent Export Pipeline Project IVGID Project Number 2524SS1010 PWP No. WA-2023-034 Issued for Bidding prepared by HDR Engineering (dated February 2023) consisting of 230 pages.
- Permit conditions for the NDOT occupancy permit will be the same as those from the current GMP 1 occupancy permit (Permit No. 215886-22 (SR 28 DO, CC, WA 0.15/1.38 to 1.84/7.02) – Permit Release).
- Project set up (i.e. Stage traffic control devices, install SWPPP, sawcut roadway) is being performed mid-April through May 1st of each construction season. Main scope of work is being performed 24 hours per day, five days per week, Sunday night 7:00 pm through Friday noon, during the months of May 1st through November 1st of each construction season with the following anticipated durations:
 - Phase 2: working season total of 26 weeks or 6.5 months
 - Phase 3: working season total of 27 weeks or 6.5 months
 - Phase 4: working season total of 20 weeks or 5 months
- Granite has not been provided with an official list of Special Events or Holidays recognized by NDOT for this project. However, the below identified Special Events and Holidays have been incorporated into the CPM Schedule per each construction season:
 - *Holidays:
 - Memorial Day
 - Independence Day
 - Labor Day

- Nevada Day
- *Special Events
 - AMJAM Women’s Tour
 - Street Vibrations (Spring Rally)
 - Hot August Nights
 - Street Vibrations
 - Lake Tahoe Marathon

Holiday / Event	Date	Day of Week	Non-Work Days
AMJAM Women’s Tour	5/6/2024	Monday	5/6
Memorial Day	5/27/2024	Monday	5/27-2/28
Street Vibes (Spring)	6/7/2024	Friday	6/7
Independence Day	7/4/2024	Thursday	7/3-7/5
Hot August Nights			8/5 - 8/12
Labor Day	9/2/2024	Monday	9/2-9/3
Street Vibrations	9/20/2024	Friday	9/20
Lake Tahoe Marathon	10/11/2024	Friday	10/11
Nevada Day	10/25/2024	Friday	10/24-10/28
AMJAM Women's Tour	5/5/2025	Monday	5/5
Memorial Day	5/26/2025	Monday	5/26-2/27
Street Vibes (Spring)	6/6/2025	Friday	6/6
Independence Day	7/4/2025	Friday	7/3-7/7
Hot August Nights			8/4 - 8/11
Labor Day	9/1/2025	Monday	9/1-9/2
Street Vibrations	9/19/2025	Friday	9/19
Lake Tahoe Marathon	10/10/2025	Friday	10/10
Nevada Day	10/31/2025	Friday	10/30-10/31
AMJAM Women's Tour	5/4/2026	Monday	5/4
Memorial Day	5/25/2026	Monday	5/25-2/26
Street Vibes (Spring)	6/5/2026	Friday	6/5
Independence Day	7/4/2026	Saturday	7/3-7/6
Hot August Nights			8/3 - 8/10
Labor Day	9/7/2026	Monday	9/7-9/8
Street Vibrations	9/25/2026	Friday	9/25
Lake Tahoe Marathon	10/9/2026	Friday	10/09
Nevada Day	10/30/2026	Friday	10/29-10/30

*Any additional holidays or special events not specifically listed in the above could impact the construction schedule as submitted.

GENERAL ASSUMPTIONS

- 1) IVGID to provide staging area at Diamond Peak Ski Resort for pipe storage (of equal or larger area to the GMP 1 storage area). This GMP includes site security fencing for this area.
- 2) IVGID to remove snow if needed at storage area.
- 3) All new piping to be installed in a parallel alignment to the existing pipeline in the middle of both wheel tracks of the Southbound Lane of SR-28 (with exception of STA 387+50 to 399+00 where the new alignment will be in the Northbound Lane).
- 4) Granite to provide As-Built files. Granite will locate new installed line and provide the associated documentation in an .dxf or .dwg file, whichever IVGID prefers. Hardcopies will be provided.
- 5) Others to provide QA (i.e. pipeline inspection, material sampling and testing, trench backfill compaction, AC testing, etc)
- 6) IVGID to provide construction water at no charge to Granite. Granite shall use IVGID water meter and fill solely at the fire hydrant located in the lower lot at the IVGID 1220 Sweetwater Rd facility. IVGID will provide Granite with access to the facility.
- 7) No grout abandonment of the dormant pipeline-to-remain-in-place will be required per approved deviation request submitted by IVGID.
- 8) Lane closure limits will be dictated by the 20-minutes maximum hold and 30-minute total delay per NDOT standard limitations of operations.
- 9) Rock Excavation has been addressed in the Risk Register.
- 10) This GMP does not account for all existing utility and/or drainage culverts not shown in this design. Locations that are identified on the Drawings will be potholed.
- 11) Excavation depths are based on maximum depth of less than 5 feet in all locations. Shoring is included only at planned transition locations under existing culverts and utility crossings.
- 12) This GMP assumes there will be no need to install a temporary HDPE liner, or utilize Pond #2, for storage capacity during construction of the pipeline.
- 13) The current plant effluent storage capacity for a duration of approximately 24 hours shall be sufficient to perform necessary tie-ins during construction in the early Spring or late Fall as outlined in the Granite provided CPM Schedule.
- 14) The staging yard locations will be the same as utilized in GMP 1. Cost implications for other alternatives have been addressed in the Risk Register.
- 15) The truck haul route is estimated via US Hwy 50 to SR 28. Mt. Rose Highway (SR 431) is not a haul route for this project.
- 16) The DBE goal for the project is 5%, and based on GMP 2 Total Price exclusive of the Risk Register.

BID ITEM ASSUMPTIONS / CLARIFICATIONS / INCLUSIONS:

Item 1: Mobilization and Demobilization

- I. Mobilizing and de-mobilizing, each season, for the 2024, 2025, and 2026 construction seasons.

Item 2: Mitigation and Environmental Controls

- I. To include existing Drainage Inlet Protection, Equipment Parking, Stockpile, Laydown yards, street sweeping, and track-out racks. Roadway sweeping is estimated at twice per month during construction.

Item 3: 16" Asphalt Cutting

- I. Asphalt Sawcutting – Based on experience from GMP 1, this GMP assumes the existing roadway is an average 16-inches thick through the remainder of the pipeline alignment.

Item 4: 16-Inch Ductile Iron Pipe

- I. Granite will perform all required excavation, procurement, and installation for the pipeline including the following:
 - a) Pipeline Materials
 - b) Pipe Bedding (6-inch)
 - c) Initial Backfill (12-inch over pipe)
 - d) Intermediate Backfill (Varies)
 - e) Aggregate Base (12-inch)
 - f) Plantmix Bituminous Surface (7-inch trench patch, 2-inch overlay)
- II. Excavation quantity based on trench width not to exceed 4.5' and an average depth of 4.98' to I.E. for ductile iron pipe (per current plan profile sheets).
- III. Pipe bedding and initial backfill are figured with imported granular backfill. The intermediate backfill zone (volume beneath base rock and 1 foot above pipe) has been figured with 3" (-) screened "native" excavated material with no 200 specs. The quantity figured for off haul and disposal includes the volume of the new AC/AB section, bedding section, and pipe zone section. All other material will be recycled for backfill.
- IV. Lean concrete pipe cover included at pipeline laterals (where pipeline crosses lanes of SR 28, and at ARV and BOV locations). Granite excludes all other 6" lean concrete cover per plan/risk review meeting conducted 9/8/22.
- V. Granite to supply necessary equipment, materials, and temporary connections/fittings to conduct hydrostatic pressure testing. IVGID to witness/observe hydrostatic testing performed by Granite.

VI. Initial patching figured at 7-inch full-depth.

Item 5: 16-Inch Welded Steel Pipe

- I. Granite will perform all required excavation, procurement, and installation for the pipeline including the following:
 - a) Pipeline Materials
 - b) Pipe Bedding (6-inch)
 - c) Initial Backfill (12-inch over pipe)
 - d) Intermediate Backfill (Varies)
 - e) Aggregate Base (12-inch)
 - f) Plantmix Bituminous Surface (7-inch trench patch, 2-inch overlay)
- II. Excavation quantity based on trench width not to exceed 4.5' and an average depth of 5.17' to I.E. for welded steel pipe (per current plan profile sheets). At pipeline welded joint locations (i.e. bell holes), allowance has been made for additional trench width of 0.75 foot perpendicular to pipeline, on each side of pipe (for an overall trench width of 6 feet) by 4 feet longitudinal along pipeline.
- III. Pipe bedding and initial backfill are figured with imported granular backfill. The intermediate backfill zone (volume beneath base rock and 1 foot above pipe) has been figured with 3" (-) screened "native" excavated material with no 200 specs. The quantity figured for off haul and disposal includes the volume of the new AC/AB section, bedding section, and pipe zone section. All other material will be recycled for backfill.
- IV. Lean concrete pipe cover included at pipeline laterals (where pipeline crosses lanes of SR 28, and at ARV and BOV locations). Granite excludes all other 6" lean concrete cover per plan/risk review meeting conducted 9/8/22.
- V. Granite to supply necessary equipment, materials, and temporary connections/fittings to conduct hydrostatic pressure testing. IVGID to witness/observe hydrostatic testing performed by Granite.
- VI. Initial patching figured at 7-inch full-depth.

Item 6: Cathodic Protection Test Stations

- I. Installed per Cathodic Protection Test Station Schedule provided on Drawing G013.
- II. Any rock excavation required to install sacrificial anodes, conduit, and/or test stations is addressed in Risk Register.

Item 7: Tie-Ins

- I. As per the proposed GMP 2 project phasing shown in the Preliminary Construction Schedule (dated October 12th, 2023), Draining of trapped effluent has been accounted for the following areas:
 - Phase 2a: 74,825 gals
 - Phase 2b: 0 gals (no draining required)

- Phase 3: 48,000 gals
 - Phase 4: 51,250 gals
- a. The effluent will be trucked in tankers to the connection point at Spooner Summit and reintroduced to the effluent pipeline flowing towards Carson Valley.
- II. Cost associated with disposing effluent material other than at the connection point at Spooner Summit is excluded.
 - III. Remove and dispose of asbestos wrapped pipe has been accounted for in the following four (4) locations where connections of the new pipeline will be connected to the existing effluent line:
 - 496+96
 - 381+00
 - 244+00
 - 200+00

Item 8: Utility Marker

- I. Total count based on placements at an average 500' intervals.

Item 9: 3" Air Release/Vacuum (ARV) Assembly

- I. Hydrostatic pressure test up to gate valve. Installation of assembly outside of valve to be installed after hydrostatic pressure test is performed.

Item 10: 48" ARV Manhole Frame and Cover

- I. Field-fitting does not include any earth retaining structure or additional supports that may be necessary to install ARV in an approved/acceptable location per NDOT or IVGID standards.

Item 11: 4" Blow-Off Valve (BOV) Assembly

- I. Hydrostatic pressure test up to gate valve. Installation of assembly outside of valve to be installed after hydrostatic pressure test is performed.

Item 12: Valve Box and Cover

- I. Granite to procure and install.

Item 13: 2" Coldmill and 2" Overlay

- I. Milling limits from centerline of roadway to existing edge of pavement (not to exceed 13' average width).
- II. 2" mill and overlay will be an accepted substitution for NDOT's "T" patch or "keyed-in" requirements.
- III. Excludes all pavement areas under guardrail or any other structures than may prohibit access to milling machine.
- IV. One mobilization at end of each season to perform milling and overlay of each season's completed pipeline installation and patching work.
- V. Paving includes standard paving operations utilizing a windrow pickup machine.

Item 14: Asphalt Striping - Waterborne

- I. Exclude any temporary striping outside of Granite negligence.
- II. One mobilization at end of each season to perform striping of each season's completed paving operations.

Item 15: Traffic Control

- I. Traffic Control includes average of 110 days per season to complete the project and assumes a single lane flagger-controlled closure, 24 hours per day, Sunday night at 7 PM to Friday at noon. This GMP includes one TC Supervisor, TC Truck and two flaggers for both day shift and night shift. Six message boards are included with TC devices.
- II. Traffic Control Supervisor will only be on-site while Granite or a Granite Subcontractor is performing work associated with this GMP on SR28.
- III. Excludes any traffic control requirements associated with any work or special events inside project boundaries that are not associated with this GMP.
- IV. 450 LF of portable precast barrier rail. 200 LF at the Spooner yard and 250 LF to be used during pipeline excavation, placement, and backfill operations weekly.
- V. Excludes any conditions that may be included with NDOT's pending Occupancy Permit such as:
 - a. Uniformed Traffic Control Officer (Highway Patrol)
 - b. Crash Truck Attenuators

Item 16: Jack and Bore 30-inch Casing

- I. Excavation of launch and receiving pits, procurement, and installation of 30-inch x 40 LF steel casing, backfill and patching included.

Exclusions:

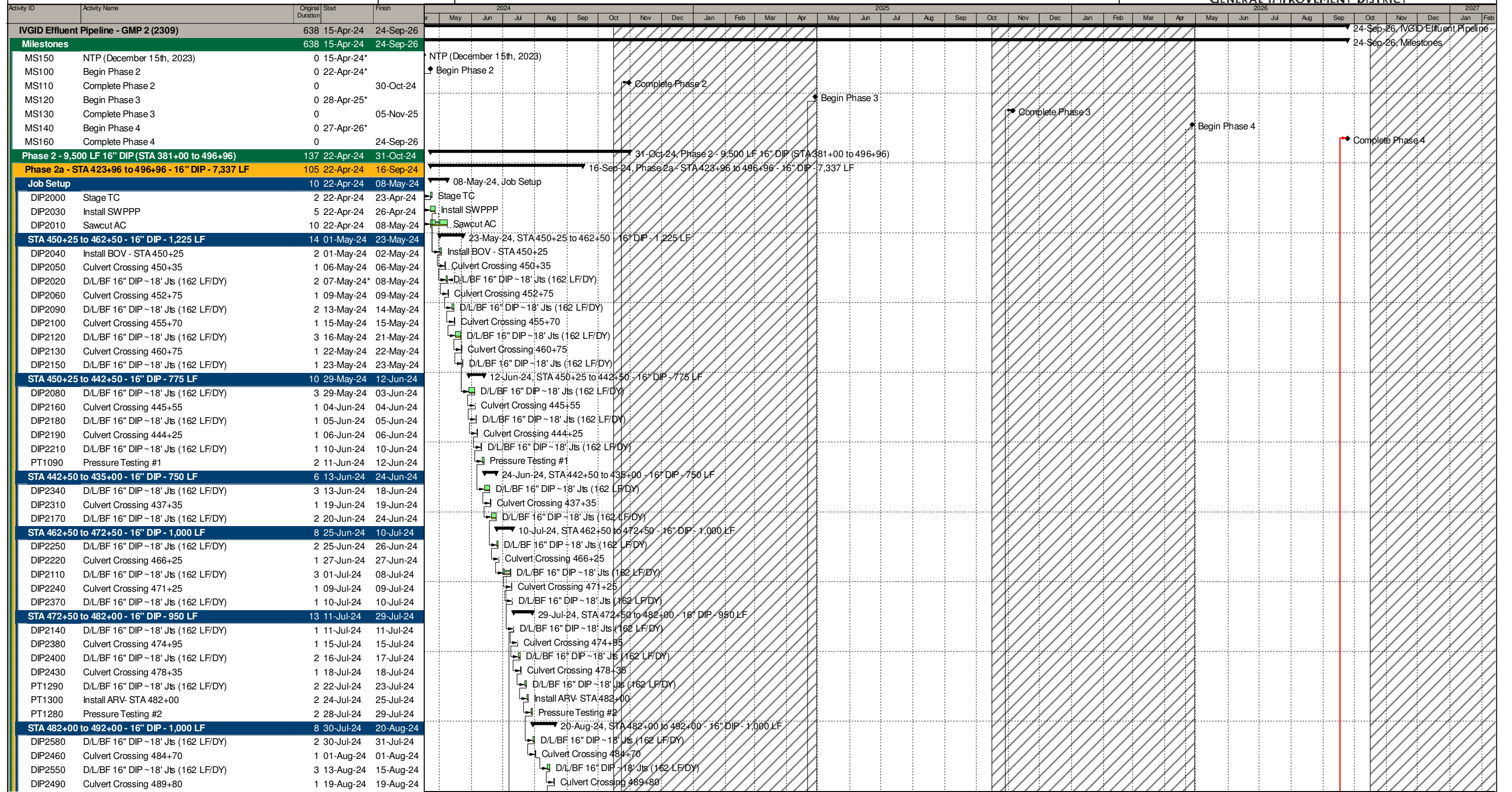
- 1) Removal or resetting of Guardrail outside of NDOT Marlette Creek work area.
- 2) Rock Excavation
- 3) Removal or Replacement of existing asphalt dike.
- 4) Removal or replacement of existing curb and gutter.
- 5) Removal and backfill of existing effluent pipeline at unknown locations.
- 6) No Open-Graded asphalt paving has been included.
- 7) No additional excavation (potholing), backfilling of existing pipeline, or patching is included.
- 8) Material sampling and third-party testing.
- 9) Purchase of Construction water
- 10) Bird Survey, Bat Survey, wildlife, or livestock fencing, and/or any other Environmental/Biological Assessment Surveys
- 11) Identification, removal, and disposal of naturally occurring asbestos (NOA.)

3.6.2.4: Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

- (a) Anticipated Substantial Completion Date: November 1, 2026
- (b) Anticipated Final Completion Date: November 1, 2026
- (c) IVGID CMAR – Effluent Export Pipeline, GMP 2 – 24,404 LF Preliminary Construction Schedule (dated October 12, 2023)



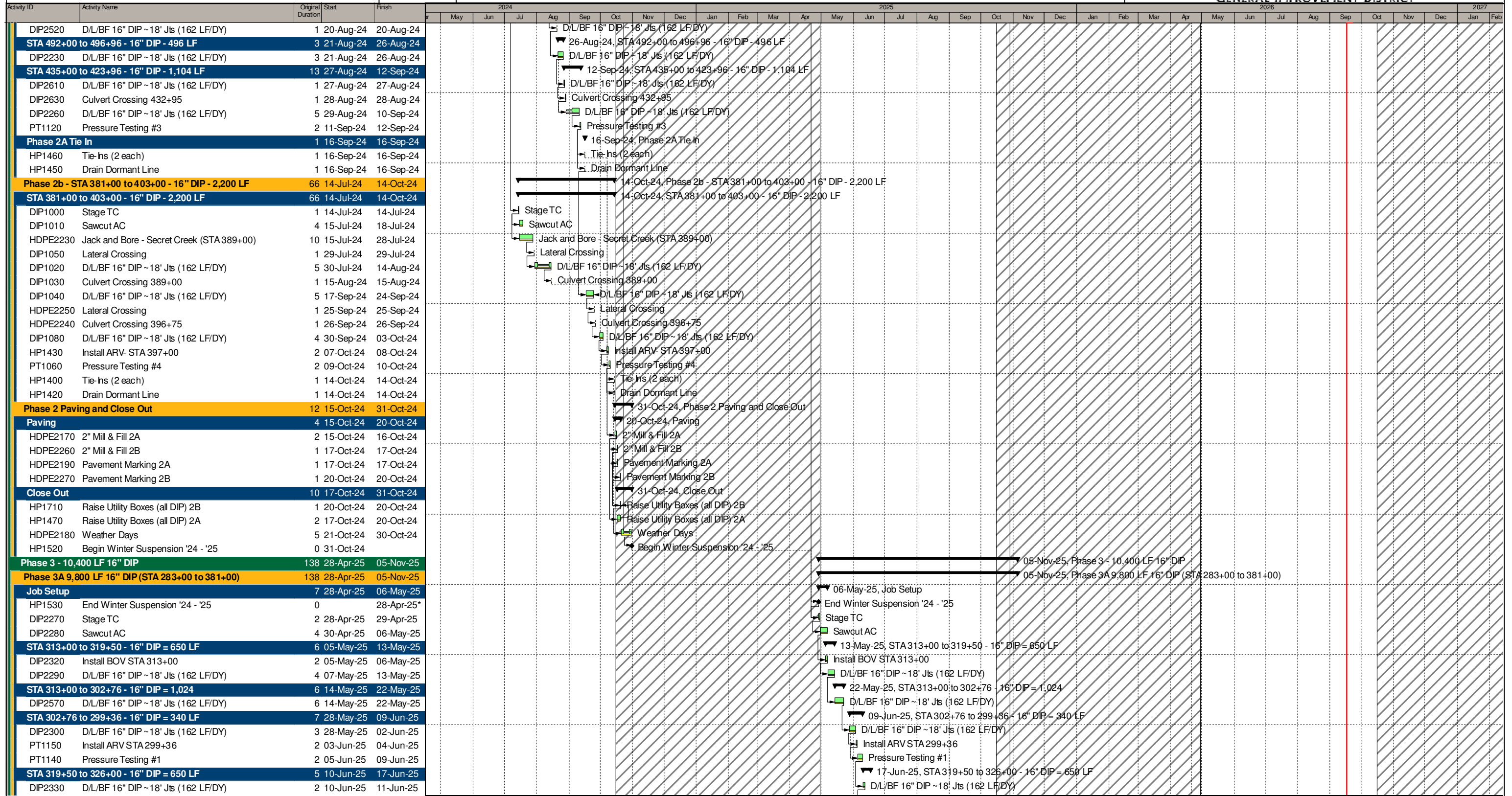
IVGID CMAR - Effluent Export Pipeline
 GMP2 - 24,404 LF
 Preliminary Construction Schedule (10.12.23)



- ▬ Remaining Level of Effort
- ▬ Primary Baseline
- ▬ Third Baseline
- ▬ Remaining Work
- ◆ Milestone
- ▬ Actual Level of Effort
- ▬ Second Baseline
- ▬ Actual Work
- ▬ Critical Remaining Work
- ▬ Summary



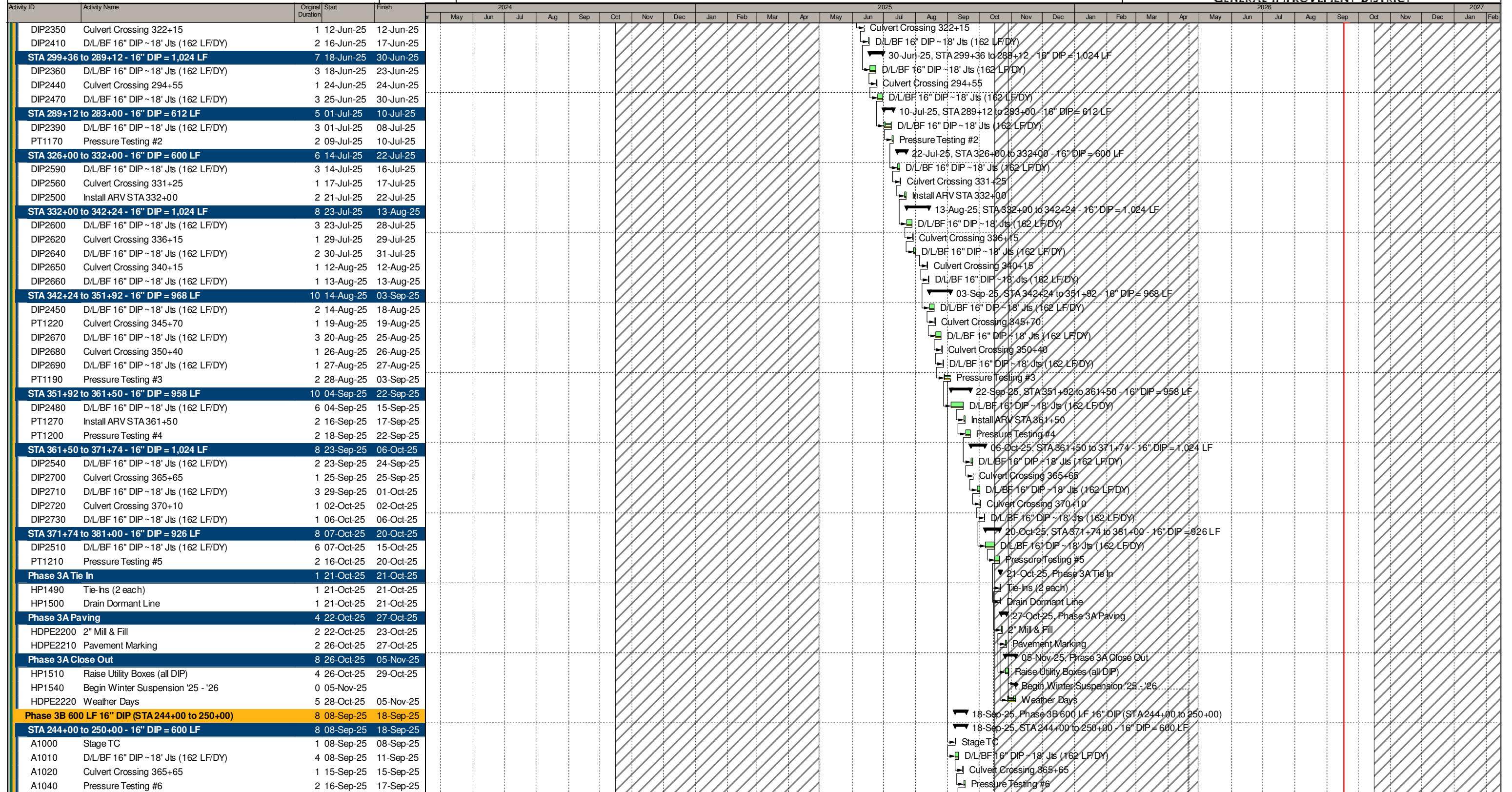
IVGID CMAR - Effluent Export Pipeline
GMP2 - 24,404 LF
Preliminary Construction Schedule (10.12.23)



- Remaining Level of Effort
- Primary Baseline
- Third Baseline
- Remaining Work
- Milestone
- Actual Level of Effort
- Second Baseline
- Actual Work
- Critical Remaining Work
- Summary



IVGID CMAR - Effluent Export Pipeline
 GMP2 - 24,404 LF
 Preliminary Construction Schedule (10.12.23)



	Remaining Level of Effort		Primary Baseline		Third Baseline		Remaining Work		Milestone
	Actual Level of Effort		Second Baseline		Actual Work		Critical Remaining Work		Summary

3.6.2.5: schedule of applicable alternate prices:

- (a) No alternative pricing provided with GMP 2.
- (b) Changes in the work shall be accomplished as outlined in Article 9 of the Construction Agreement.

3.6.2.6: schedule of applicable unit prices;

- (a) Bid Schedule – IVGID Effluent Export Pipeline GMP #2 (dated November 14, 2023)

IVGID Effluent Export Pipeline GMP #2

Tuesday, November 14, 2023

Item	Description	UoM	Qty	Unit Price	GMP 2 Total
1	Mobilization and Demobilization	LS	1	\$ 190,264.77	\$ 190,264.77
2	Mitigation & Environmental Controls	LS	1	\$ 432,157.90	\$ 432,157.90
3	16" Asphalt Cutting	LF	51,330	\$ 9.04	\$ 464,023.20
4	16" Ductile Iron Pipe	LF	19,993	\$ 832.05	\$ 16,635,175.65
5	16" Welded Steel Pipe	LF	4,411	\$ 1,444.23	\$ 6,370,498.53
6	Cathodic Protection Test Stations	EA	5	\$ 18,654.03	\$ 93,270.15
7	Tie-Ins	EA	10	\$ 65,758.23	\$ 657,582.30
8	Utility Marker	EA	50	\$ 718.88	\$ 35,944.00
9	3" Air Release/Vacuum ARV Assembly	EA	6	\$ 43,620.85	\$ 261,725.10
10	48" ARV Manhole - W/ Frame & Cover	EA	6	\$ 11,886.40	\$ 71,318.40
11	4" Blow-Off Valve BOV Assembly	EA	2	\$ 27,079.04	\$ 54,158.08
12	Valve Box & Cover	EA	4	\$ 3,159.64	\$ 12,638.56
13	2" Coldmill & 2" Overlay	SF	316,940	\$ 2.96	\$ 938,142.40
14	Asphalt Striping - Waterborne	LF	49,248	\$ 0.73	\$ 35,951.04
15	Traffic Control	LS	1	\$ 4,065,921.17	\$ 4,065,921.17
16	Jack and Bore 30" Casing	LF	40	\$ 5,651.40	\$ 226,056.00
17	General Conditions	LS	1	\$ 4,697,621.47	\$ 4,697,621.47
18	Insurance and bonds	LS	1	\$ 263,764.14	\$ 263,764.14
(A) Subtotal					\$ 35,506,212.86
(B)	Contractor Fee (10%)	%	10		\$ 3,550,621.29
GMP 2 Total (A + B)					\$ 39,056,834.15

3.6.2.7 a statement of any work to be self-performed by Construction Manager.

(a) See below table for self-performed activities by Granite Construction:

Scope Description	Self-Performed Element	Subcontracted Element
Survey	X	X
Mitigation & Environmental Controls	X	X
Saw Cutting		X
16" Ductile Iron Pipe Installation	X	X
16" Welded Steel Pipe	X	X
Cathodic Protection	X	
Utility Markers	X	
Asphalt Milling		X
Asphalt Paving	X	
Asphalt Striping – Waterborne	X	X
Traffic Control	X	X
Remove and Dispose Asbestos Wrapped Pipe	X	X
Rock Excavation	X	X
Miscellaneous Removals	X	
Tap and Drain dormant 16" pipe	X	X
Jack and Bore 30" Casing	X	X

SRF Requirements Section

- **Federal Cross-Cutters**
- **Certification Regarding Lobbying**
- **DBE Guidance to Borrowers & Contractors (Includes Required Forms)**
- **Waiver for Nevada Contractor's Preference**
- **Wage Rate Requirement's including Required Site Postings & Wage Comparison Worksheet**
- **Federal Debarment**
- **Implementation of Build America Buy America Provisions of P.L. 117-58 (April 18, 2022)**
- **Implementation of American Iron & Steel Provisions of P.L. 113-76, Consolidated Appropriations Act, 2014 (Final Guidance March 20, 2014)**
- **Public Awareness/Project Sign**
- **State Historic Preservation**

Federal Cross-Cutters

Cross-Cutting Federal Authorities

Cross-cutting federal authorities are the requirements of other federal laws and Executive Orders that apply in the case of federally funded projects. The cross-cutters include (but are not limited to): environmental laws such as the Endangered Species Act, the National Historic Preservation Act, executive orders on the protection of wetlands and flood plains, social policy authorities such as executive orders on equal employment opportunity in federally assisted programs, and economic authorities such as rules implementing executive orders on the debarment and suspension of persons who have engaged in misconduct. In the State Revolving Fund programs, compliance with federal cross-cutting authorities is required by all recipients of these federal funds. A list of the possible applicable cross-cutters follows.

Environmental Authorities

- o Archaeological and Historic Preservation Act, Pub. L. 93-291, as amended
- o Protection and Enhancement of the Cultural Environment, Executive Order 11593
- o Clean Air Act, Pub. L. 95-95, as amended
- o Coastal Barrier Resources Act, Pub. L. 97-348
- o Coastal Zone Management Act, Pub. L. 92-583, as amended
- o Endangered Species Act, Pub. L. 93-205, as amended
- o Environmental Justice, Executive Order 12898
- o Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148
- o Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
- o Farmland Protection Policy Act, Pub. L. 97-98
- o Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- o Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
- o National Environmental Policy Act, Pub. L. 91-190
- o National Historic Preservation Act, Pub. L. 89-655, as amended
- o Safe Drinking Water Act, Pub. L. 93-523, as amended
- o Wild and Scenic Rivers Act, Pub. L. 90-54 as amended

Economic and Miscellaneous Authorities

- o Debarment and Suspension, Executive Order 12549
- o Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, and Executive Order 12372
- o Drug-Free Workplace Act, Pub. L. 100-690
- o New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
- o Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738
- o Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities

- o Older Americans Act, Pub. L. 94-135
- o Equal Employment Opportunity, Executive Order 11246
- o Section 13 of the Clean Water Act, Pub. L. 92-500
- o Section 504 of the Rehabilitation Act, Pub. L. 93-112
- o Title VI of the Civil Rights Act, Pub. L. 88-352

Disadvantaged Business Enterprise Authorities

- o Small, Minority, and Women-owned Business Enterprises, Executive Orders No. 11625, 12138, and 12432
- o Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 Pub. L. No. 100-590
- o 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements

Certification Regarding Lobbying

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

DBE Guidance to Borrowers & Contractors
(Includes Required Forms)

State Revolving Fund

Disadvantaged Business Enterprise Program

Guidance to Borrowers & Contractors

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- DBE related laws, rules, and regulations
- Equal Employment
- DBE Participation Goals
- Good Faith Effort for DBE Participation
- DBE Contract Terms and Conditions

Listing of Sources to Identify and Certify DBEs

Appendix A: DBE Reporting Form 5700-52A Part II

Appendix B: Report 6100-4 – DBE Subcontractor Utilization

Appendix C: Report 6100-3 – DBE Subcontractor Performance

Appendix D: Report 6100-2 – DBE Subcontractor Participation

State Revolving Fund

Disadvantaged Business Enterprise Program

Section 1: Overview

As stipulated by the Environmental Protection Agency (EPA), Nevada State Revolving Fund (SRF) borrowers and their contractors are required to make good faith efforts to utilize businesses classified as Disadvantaged Business Enterprises (DBEs) for goods and services associated with SRF financed projects. A borrower and their contractors should utilize DBEs through prime contracting, subcontracting, joint-ventures, other business relationships, and through the procurement of supplies, materials, and equipment.

Section 2: Definition of Disadvantaged Business Enterprise (DBE)

A DBE is a business owned and/or controlled by socially and economically disadvantaged individuals including Minority and Women Business Enterprises.

Minority Business Enterprise (MBE) – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are Black, Hispanic, Portuguese, Asian American, American Indian, or groups found to be economically and socially disadvantaged by the U.S. Small Business Administration pursuant to Section 8(a) of the Federal Small Business Act.

Women Business Enterprise (WBE) – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are women.

Section 3: Disadvantage Business Enterprise (DBE) requirements and contract conditions

The following pages include conditions which must be included in all bidding and contract documents for SRF financed projects including:

- DBE related laws, rules, and regulations
- Equal Employment
- DBE Participation Goals
- Good Faith Effort for DBE Participation
- DBE Contract Terms and Conditions

Nevada State Revolving Fund Disadvantaged Business Enterprise (DBE) and Contract Conditions

The DBE Solicitation and Contract Conditions must be physically included in all bidding and contract documents for SRF financed projects.

DBE Related Laws, Rules, and Regulations

This project is being financed in whole or in part by the Nevada State Revolving Fund (SRF). The borrower is required to comply with the following laws, rules and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

1. Ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap: Title VI of the Civil Rights Act of 1964 (P.L 88-352, Section 504 of the Rehabilitation Act, P.L. 93-112 (87 Stat. 355, 29 U.S.C. Sec. 794), Older Americans Act (P.L. 94-135, 89 Stat. 713, 89 Stat. 728 Sec. 303, 42 U.S.C. 6102).
2. Encourages recipients of federal funds to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement: Executive Orders 11625, 12138 and 12432; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 4370d); a 1993 appropriations act ("EPA's 8% statute"); Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note) ("EPA's 10% statute").
3. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended: Executive Order 12549, 3 CFR, 189 and 40 CFR Part 32. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000. Information on debarment is available at the following website: www.sam.gov.
4. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements.
5. Prohibits discrimination by federal contractors and subcontractors for reasons of race, color, religion, sex, and national origin: Equal Employment Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Inclusion of the seven clauses (located below in the Equal Employment section) from Section 202 of E. O. 11246 as amended by E. O. 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.

Equal Employment (must be included in all contracts over \$10,000)

During the performance of this contract, the contractor agrees as follow:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

DBE Participation Goals

Borrowers and their prime contractors must follow and document good faith efforts to meet the DBE Participation Goals listed below:

Goods or Services	MBE Participation Goal	WBE Participation Goal
Construction	2%	2%
Equipment	1%	1%
Services	1%	2%
Supplies	1%	1%

The DBE Participation Goals are not quotas – SRF will not penalize a borrower and their contractors if they cannot meet the goals. However, SRF will require a borrower and their contractors to make a good faith effort to meet these goals.

Good Faith Effort for DBE Participation

EPA defines “Good Faith Effort” to include, at a minimum, the following actions by a borrower and their contractors and sub-contractors:

1. Include DBEs on solicitation lists.
2. Assure that DBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum DBE participation, where feasible. Encourage the joint submission of bids by multiple DBE businesses.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce (MBDA) OR State/Regional/Local equivalent.
6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined.

DBE Contract Terms and Conditions

The following conditions must be included in all procurement contracts entered into by the borrower and their contractors and subcontractors for SRF financed projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment from the loan recipient.
2. The prime contractor must document its efforts towards meeting the six “Good Faith Efforts for DBE Participation” even if the prime contractor has achieved its fair share objectives.
3. The prime contractor must notify the loan recipient in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
4. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six “Good Faith Efforts for DBE Participation” if soliciting a replacement subcontractor.
5. All DBE procurements whether from bid documents or subsequent draw request are to be **reported on form 5700-52A to the SRF.**
6. The prime contractor must submit **Form 6100-4 – DBE Subcontractor Utilization** to the borrower as part of bid proposals.
7. The prime contractor must ensure DBE subcontractors submit **Form 6100-3 – DBE Subcontractor Performance**. In turn, the prime contractor submits the forms to the borrower.
8. The prime contractor must provide **Form 6100-2 – DBE Subcontractor Participation** to DBE subcontractors. DBE subcontractors may submit Form 6100-2 to:

DBE/MBE/WBE Coordinator
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street (PMD-1)
San Francisco, CA 94105

Report	Provided By:	Completed By:	Submitted To:	Appendix
DBE Reporting Form 5700-52A Part II	SRF	Borrower	SRF	A
Form 6100-4	Borrower	Prime Contractor	Borrower	B
Form 6100-3	Prime Contractor	Sub-Contractor	Borrower	C
Form 6100-2	Prime Contractor	Sub-Contractor	EPA, Region 9	D

8. Each procurement contract signed must include the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Sources to Identify and Certify DBEs

Source	Phone	Website/E-mail
Nevada Department of Transportation Civil Rights Program (DBE assistance and list)	External Civil Rights and Contract Compliance-Nevada Unified Certification Program 800-267-1971	http://nevadadbe.com
Nevada Department of Transportation DBE Program		http://nevadadot.com/nevadaDBE/dbe.aspx
Nevada Governor's Office of Economic Development – Procurement Outreach Program	800-336-1600	http://diversifynevada.com/programs-resources/procurement-outreach
Nevada Small Business Development Center (NSBDC)	800-240-7094 DBE assistance 775-687-9921	http://dbe.nsbdc.org/
Hispanic Business Nevada		http://hispanicbusinessnevada.com/
US Environmental Protection Agency Small Business Program		http://www.epa.gov/osbp/dbe_team.htm
US Small Business Admin. (SBA)		http://www.sba.gov/
Minority Business Development Agency-US Dept. of Commerce		http://www.mbda.gov/

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix A

DBE Reporting Form 5700-52A Part II

When requesting loan draws which involve procurements to MBE/WBE businesses, information must be reported on forms provided by SRF as shown on the next page.

PART II. MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____

1. Procurement Made By		2. Business Enterprise		3. \$ Value of Procurement	4. Date of Procurement MM/DD/YY	5. Type of Product or Services ^A (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
		Sub-Recipient and/or SRF Loan Recipient	Prime				

Type of product or service codes:

- 1 = Construction
- 2 = Supplies
- 3 = Services
- 4 = Equipment

^ANote: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**
5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.
7. Send to SRF.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31, and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per

response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix B

Form 6100-4 – DBE Subcontractor Utilization

The borrower must require potential prime contractors to submit Form 6100-4, as shown on the next page, to the borrower as part of bid proposals.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix C

Form 6100-3 – DBE Subcontractor Performance

The prime contractor must require potential subcontractors to submit Form 6100-3, as show on the next page, as part of bid proposals. In turn, prime contractors submit the data to the borrower.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ___ DOT ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix D

Form 6100-2 – DBE Subcontractor Participation

The prime contractor must provide subcontractors the opportunity to submit Form 6100-2, as shown on the next page, to:

DBE/MBE/WBE Coordinator
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street (PMD-1)
San Francisco, CA 94105

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Waiver for Nevada Contractor's Preference

Contractor's Waiver of Preferential Bidder Status (NRS 338.147)

Contract: _____

As a condition of award of the said Contract, the undersigned Bidder acknowledges that he is aware of the provisions of Nevada Revised Statute 338.147, which provides for Preferential Bidder Status in Award of the Contract.

The undersigned Bidder further agrees to waive and does hereby waive all his rights to Preferential Bidder Status as provided by said statute, upon the understanding that the regulations of the lending agency prohibit such investment and that, without this waiver, loan and/or grant funds for this Project will not be available.

IN WITNESS WHEREOF, Bidder has executed these presents this

_____ day of _____, _____.

Bidder

By _____

Title _____

NOTE: This instrument should be executed by the officer who executes the contract and in the same manner.

***Wage Rate Requirement's including Required
Site Postings & Wage Comparison Worksheet***

FEDERAL & STATE PREVAILING WAGES

The higher of the Federal or State prevailing wage rates, as established by the Davis-Bacon Act and the Nevada Labor Commission shall be paid for all classifications of labor on this project. Should a classification be missing from the Davis-Bacon rates the CONTRACTOR shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the OWNER for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by CONTRACTOR.

Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify if any up-dates or addendums have been issues for either the Federal Davis-Bacon wage determination(s) or State prevailing wage rates. Davis-Bacon wage determinations are published on the Wage Determinations On Line website (<https://sam.gov/content/wage-determinations/>). Nevada State Prevailing wages are published on the Nevada Labor Commissioner's website (http://labor.nv.gov/PrevailingWage/Public_Works__Prevailing_Wages/). The successful bidder will be required to provide the current Federal and State Prevailing Wages used in preparation of their bid (wage comparison worksheet).

The CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the project. The weekly payroll records shall be certified and shall be submitted to the OWNER within seven (7) days after the regular pay date for the pay period. Submission of the certified payrolls shall be a condition precedent for processing the progress payment. The CONTRACTOR shall collect the wage reports from the Sub-Contractors and ensure the receipt of a certified copy of each weekly payroll for submission to the OWNER as one complete package.

Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the OWNER, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the CONTRACTOR or any subcontractor under him/her, or is not reported to the OWNER as required by NRS 338.070.



WAGE AND HOUR DIVISION

UNITED STATES DEPARTMENT OF LABOR

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

October 2023

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects.

The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, insurance, and other methods are Davis-Bacon "Related Acts." The "Related Acts" include provisions that apply Davis-Bacon labor standards to most federally assisted construction. Examples of "Related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors must pay laborers and mechanics working on the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination applicable to the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the applicable wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid for all hours worked on the site of the work.

Apprentices may be paid less than the rates listed in the applicable wage determination only when they are individually registered in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department, and the terms of the apprenticeship program are met.

Contractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination and the Davis-Bacon poster (WH-1321) on the work site in a prominent and accessible place where they

can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the [System for Award Management \(SAM\)](#) website for contracting agencies to include them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction, and when multiple wage determinations are applicable to a project, is provided in All Agency Memoranda 130, 131 and 236.

Retaliation Is Prohibited

Retaliation is prohibited against any worker or job applicant for engaging in protected activities. Examples of protected include, but are not limited to, making a complaint to a manager, contractor, contracting agency, or WHD; cooperating in a WHD investigation; requesting payment of wages; refusing to return back wages to the contractor; complaints by a third party on behalf of a worker; consulting with WHD staff; informing another worker about their rights under the DBRA; and testifying at a hearing or trial.

WHD will notify contractors of violation findings and direct them to provide appropriate make whole relief to affected worker(s) and job applicant(s) or take appropriate remedial action, or both, where retaliation has been found to have occurred. Engaging in prohibited retaliation may also be grounds for debarment.

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities of the contractor for unpaid wages, and for liquidated damages for overtime violations under the [Contract Work Hours and Safety Standards Act \(CWHSSA\)](#). In addition, violations of the Davis-Bacon labor standards may be grounds for contract termination, contractor liability for any resulting costs to the government, and debarment from future contracts for a period of three years.

Contractors may challenge the Wage and Hour Division’s determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department’s Administrative Review Board (ARB). Final ARB decisions may be appealed to and are enforceable through the federal courts.

Typical Compliance Issues

Compliance issues that frequently arise on DBRA projects include:

- Misclassification of laborers and mechanics.
- Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours).
- Incomplete or inaccurate recordkeeping, such as not counting all hours worked or not recording hours worked in each classification by an individual who worked in two or more classifications during a day.
- Failure to maintain a copy of the bona fide apprenticeship program and individual registration documents for apprentices.
- Failure to submit certified payrolls weekly.
- Failure to post the Davis- Bacon poster and applicable wage determination at the work site.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which they are entitled and requires contractors to submit a weekly statement of the wages paid to each worker performing DBRA-covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime pay requirements under CWHSSA and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C. Appendix 1), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website:

<http://www.dol.gov/agencies/whd> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

Topics Worker Rights For Employers Resources Interpretive Guidance State Laws News



Wage and Hour Division

An agency within the U.S. Department of Labor

200 Constitution Ave NW
Washington, DC 20210

[1-866-4-US-WAGE](tel:1-866-4-US-WAGE)

[1-866-487-9243](tel:1-866-487-9243)

www.dol.gov

FEDERAL GOVERNMENT

White House

Benefits.gov

Coronavirus Resources

Disaster Recovery Assistance Office of Inspector General

DisasterAssistance.gov

USA.gov

Notification of EEO Violations Emergency Accountability Status Link

No Fear Act Data

U.S. Office of Special Counsel

LABOR DEPARTMENT

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DAVIS-BACON REQUIREMENTS

Preamble

With respect to the Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated Appropriations Act For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Elizabeth Borowiec, borowiec.elizabeth@epa.gov, 415-972-3419, of EPA Region 9, for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other

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methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

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(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Consolidated Appropriations Act, 2017, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(2) The classification is utilized in the area by the construction industry; and

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable

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Standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social

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security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of

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the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal

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certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the

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contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor,

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shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

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(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

II. Requirements Under The Consolidated Appropriations Act, 2017 (P.L. 115-31) For Sub recipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under –FY 2017 Consolidated Appropriations Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Elizabeth Borowiec, borowiec.elizabeth@epa.gov, 415-972-3419, EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

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Under the FY 2017 Consolidated Appropriations Act -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds,-. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

- (a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to Elizabeth Borowiec, borowiec.elizabeth@epa.gov , 415-972-3419, EPA Region 9, for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)
- (b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

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(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2017 Consolidated Appropriations Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §

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5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of

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receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

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plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without

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rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other

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than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

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

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(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

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require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

CHECK ONE:

- 5 – 8 hour days
- 4 – 10 hour days

WAGE COMPARISON WORKSHEET

Project Name _____ Location _____ Date _____

Date & Modification of Federal Wage Rates: _____ Date of State Rates: _____

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State	Fed	State	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
	(if applies)		(if applies)											

Notes:

The higher rate will determine whether the contractor will pay Davis-Bacon (Federal) or State of Nevada prevailing rates for each classification. Note that State of Nevada rates only apply to projects with a total construction cost of \$100,000 and over. Federal wage rates apply to all contracts of \$2,000 and over.

* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary. **CONTRACTOR SIGNATURE & DATE:** _____

CERTIFIED PAYROLLS

The CONTRACTOR shall prepare and submit Certified Payroll Reports weekly and provide all information as requested by the Owner. The CONTRACTOR may utilize Form WH-347 or a similar form that at a minimum contains the same information.

For weeks when no work is performed, the CONTRACTOR shall prepare and submit a Certified Non-Performance Payroll Report. The CONTRACTOR may utilize the State of Nevada Non-performance Payroll Form.

Date _____

I, _____ (Name of Signatory Party) _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____; that during the payroll period commencing on the _____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	

Instructions for Completing Payroll Form, WH-347

(see also <http://www.dol.gov/whd/forms/wh347instr.htm>)

- [WH-347](#) (PDF)
OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.



OFFICE OF THE LABOR COMMISSIONER
www.LaborCommissioner.com

NON-PERFORMANCE PAYROLL REPORT FOR PUBLIC WORKS PROJECTS

Pursuant to Chapter 338 of the NRS and NAC, respectively, the contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month.

Report # _____ Regular Weekly Report _____ Final Report for Project _____

Bid/Project # _____ PWP- _____

Project Title

Prime Contractor Name

Subcontractor Name

Public Body Awarding Contract

Payroll period _____, _____ to _____, _____.
Month and Day Year Month and Day Year

I hereby certify that no employees or owner/operators were used on the construction of this Public Works project during the payroll period above.

Name/Print _____ Signature _____ Title _____

Date

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER			EMPLOYEE INFORMATION		
NAME OF PRIME CONTRACTOR			LAST NAME	FIRST NAME	MI
			STREET ADDRESS		
NAME OF EMPLOYER			CITY		STATE
					ZIP CODE
SUPERVISOR'S NAME			WORK CLASSIFICATION		WAGE RATE
LAST NAME	FIRST NAME	MI			

ACTION	CHECK BELOW	
	YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?		

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)		
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE			DATE (YYMMDD)
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE (YYMMDD)

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION <i>(If explanation is needed, use comments section)</i>	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

YES NO

COMMENTS

CHECKER			
LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE (YYMMDD)

MANDATORY JOB SITE POSTINGS

The State Prevailing wages, Davis-Bacon Wage Determination(s) and the Employee Rights Under the Davis-Bacon Act (aka Whistleblower) poster (Form WH-1321) - both English and Spanish where Spanish is commonly spoken - shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Washoe County Prevailing Wage Rates and current* Davis- Bacon Wage Determination

*as of 10/13/2023

STATE OF NEVADA

JOE LOMBARDO
GOVERNOR

TERRY REYNOLDS
DIRECTOR

BRETT HARRIS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3340 WEST SAHARA AVENUE
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CARSON CITY, NV 89706
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FAX (775) 687-6409

EMAIL: PUBLICWORKS@LABOR.NV.GOV

2024 PREVAILING WAGE RATES WASHOE COUNTY

DATE OF DETERMINATION: October 1, 2023

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

PREVAILING WAGE DETERMINATIONS - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

OBJECTIONS TO PREVAILING WAGE DETERMINATIONS – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.

Air Balance Technician	4
Alarm Installer	5
Boilermaker	6
Bricklayer	7
Carpenter	8
Cement Mason	9
Electrician – Communication Technician	10
Electrician - Lineman	11
Electrician – Neon Sign	13
Electrician - Wireman	14
Elevator Constructor	15
Fence Erector	17
Flagperson	18
Floorcoverer	19
Glazier	20
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)	30
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	41
Plumber/Pipefitter	42
Refrigeration	43
Roofer	44
Sheet Metal Worker	45
Soils and Material Tester	46
Sprinkler Fitter	46
Surveyor	47
Taper	48
Tile/Terrazzo Worker/Marble Mason Finisher	49
Tile/Terrazzo Worker/Marble Mason	50
Traffic Barrier Erector	52
Truck Driver	53
Well Driller	55
Group Classifications	
Labor Group Classifications	56
Operating Engineers	60

NRS section 338.010 subsection (25) “Wages” means:

- a) The basic hourly rate of pay; and
- b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the worker.

NRS section 338.035 Bona Fide Fringe Benefits - Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. “Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS section 338.030.

Please see NRS sections 338.010, 338.020, and 338.035 and Nevada Administrative Code (NAC) sections 338.0097 and 338.092 through 338.100 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workers

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC section 338.0095(1)(a) - A worker employed on a public work must be paid the applicable prevailing rate of wage for the type of work that the worker actually performs on the public work and in accordance with the recognized class of the worker.
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner in writing for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any, and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
 - Amendments to the prevailing wage determinations.
 - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

Zone Rates

The zone rate has been added to each applicable craft.

Premium Pay Premium pay for hours worked in excess of a shift of 8 hours or 12 hours, or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

Craft: AIR BALANCE TECHNICIAN (Union Rate)

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

Air Balance Technician Journeyman.....	73.87
Air Balance Technician-Foreman.....	78.26
Air Balance Technician-General Foreman.....	82.65

ADD ZONE RATE

In addition to AIR BALANCE rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

ADD PREMIUM PAY

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

RECOGNIZED HOLIDAYS

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

JOB DESCRIPTION: Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: ALARM INSTALLER (Non-Union Rate)

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

Alarm Installer.....39.90

JOB DESCRIPTION:

Includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

Craft: BOILERMAKER (Union Rate)

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

Boilermaker.....	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.....51.71
 Bricklayer Foreman.....52.96

Add Zone pay

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

Zone Rate	75 miles and over	\$8.13
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ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.
 New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day,
 Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between No, NV Masonry Contractors and LIUNA
 Local 169

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.....	59.02
Carpenter Foreman.....	62.66
Carpenter General Foreman.....	66.66

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	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	Over 300 miles	\$8.00

ADD PREMIUM PAY

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTION Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure. All rigging of Carpenters', and Piledrivers' materials.

(2) All heavy, highway and engineering construction, including but not limited to the construction, improvement, modification and demolition of all or any part of the streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and draining systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwaters or rip rap stone or operations incidental to such heavy construction work and whether such work is above or below the water line level.

(3) The character of such work covered by this Agreement shall include but not be limited to all carpenter, concrete form work, shoring, drywall, metal stud, drywall finishing, plaster, scaffold, modular furniture, trade show work, insulation, acoustical, and lathing work on such construction

(4) All interior and/or exterior wall finish work, including EIFS and other wet wall finish work.

Craft: CEMENT MASON (Union Rate)

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

Cement Mason - Journeyman.....	51.92
Cement Mason - Foreman.....	55.55

ADD ZONE RATE

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the 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 (Non-Union Rate)

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

Communication Technician.....41.13

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.....	39.57
Lineman-Journeyman.....	67.30
Lineman-Foreman.....	73.99
Lineman-General Foreman.....	80.76
Lineman-Equipment Man.....	51.75

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Thanksgiving Day and the Friday following, Christmas Day.

JOB DESCRIPTION:

Outside, overhead and underground construction and maintenance work on electrical transmission lines, switch yards, substations and distribution systems which shall include:

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment); the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.
2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

The moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly of all electrical materials on race-ways such as ducts, shall be performed by workmen under the Agreement. This shall also include CIC (cable in conduit), CC (coilable conduit), the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of termination and the splicing of such conductors.

Street lighting systems where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.

Installing and maintaining the catenary and trolley work and bonding of rails shall be handled in the same manner as pole line, and steel construction.

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such

structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

Craft: ELECTRICIAN – NEON SIGN
(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 Forman.....	75.41
Wireman General Foreman.....	81.21

ADD ZONE RATE

In addition to ELECTRICIAN-Wireman, rates, add the applicable amounts per hour, calculated from Washoe County Courthouse, Reno Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 to 90 miles	\$8.00
Zone 3	90 miles and over	\$10.00

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For the first eight (8) hours worked on Saturday

Double the regular straight time hourly rate shall be paid for all time:

3. For all hours worked over ten (10) hours in one day or shift.
4. For any hours worked on Sunday
5. For any hours worked on Holidays

Shift Rates

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (31.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

**Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)

RECOGNIZED HOLIDAYS

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admission Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between NECA and Local Union 401, IBEW

All electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heat and power equipment, installation of all raceway systems, including underground conduits and all supports, underground utility conduits, photovoltaic power generation systems, wind power generation systems and geothermal power generating systems. Further all salvage of electrical work shall be included.

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

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

Elevator Constructor-Journeyman Mechanic.....	122.16
Elevator Constructor-Journeyman Mechanic In Charge.....	132.63

ADD PREMIUM PAY

Work performed on Construction Work on Saturdays, Sundays and before and after 30 the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTION: Excerpt from Agreement of International Union of Elevator Constructors

The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a forklift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory. The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators

- (d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.
- (e) The erecting of all guide rails.
- (f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.
- (g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
- (h) The setting of all templates.
- (i) All foundations, either of wood or metal, that should take the place of masonry.
- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of temporary cars.
- (s) The setting of all elevator pressure open or pit tanks.
- (t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.
- (v) Landing door entrances.

Craft: FENCE ERECTOR (Non-Union Rate)

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

Fence Erector.....45.33

JOB DESCRIPTION:

Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing.
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post.
3. Digging post holes with a spade, post hole digger or power-driven auger.
4. Aligning posts through the use of lines or by sighting.
5. Verifying vertical alignment of posts with a plumb bob or spirit level.

Craft: FLAG PERSON (Union Rate)

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

Flag Person.....46.66

ADD ZONE RATE

In addition to FLAG PERSON add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

Craft: FLOOR COVERER (Union Rate)

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

Floor Coverer Journeyman.....	57.40
Floor Coverer Foreman.....	61.14

ADD PREMIUM PAY

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 Southwest Mountain States Regional Council of Carpenters.

All work in connection with the installation of floor coverings (with the exception of wood floors which are covered by the Master Labor Agreement) such as measuring, cutting, installing, or removal and other preparation for installation of all types of floor covering. All types of floor covering regardless of material (except wood flooring), including but not limited to all types of carpeting, linoleum, vinyl, cork, laminate floors; glue down wood floor applications; rubber, cork, asphalt, linoleum or other types of tile; artificial turf and sports surfaces; any type of resilient flooring such as epoxy, polyurethane or similar materials regardless of how applied; and ceramic tile and stone. Included in the work covered is the application or installation of any type of moisture barrier and any type of underlayment or subfloor in connection with a flooring installation.

Craft: GLAZIER (Union Rate)

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

Glazier Journeyman.....	82.55
Glazier Foreman.....	87.97
Glazier Superintendent.....	90.68

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first two (2) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond ten (10) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Also, if there is less than 10 hours between shifts, the 2nd shift becomes an extension of the 1st shift.

*Shift Differential: To be paid for all work performed between the hours of 5:30 pm to 5 am and it will be compensated at 10% differential for all hours worked including overtime. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

20.1 High Pay – work that is thirty (30) or more feet in height above grade on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift, boom lift), rappelling work, work at slab edge outside the perimeter safety cable or work at slab edge inside the perimeter safety cable if the work being performed puts the employee in a free fall situation because the perimeter safety cable is no longer at or near waist level shall be paid at the rate of one dollar (\$1.00) per hour above the straight time rate for actual hours worked. High time shall be paid in addition to all other premiums involved.

25.2 Foremen:

a) The selection of the individual to act as foreman shall be at the discretion of the Employer. On outside jobs lasting three (3) days or more and which four (4) workers or more are employed, one (1) foreman will be designated and he shall be paid ten percent (10%) per hour over the highest journeyman Glazier supervised. Inside foreman shall receive ten percent (10%) per hour above the journeyman’s wage scale.

b) When a glazier is requested to perform welding on the job site, he/she will be compensated one dollar (\$1.00) over his regular rate of pay. All equipment, including hoods, leather and gloves, will be supplied by the Employer.

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTION: Excerpt from Agreement between DC 16 and Glazing Contractors Associations of NV and Independent Contractors

General Glazing shall include the layout and setting by hand or with machines, cutting, preparing handling or removal of the following and incidental and supplemental to such work: setter of art glass, prism glass, beveled glass, leaded glass, automobile glass, window glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, and all other types of opaque glass; glass chalk boards, structural glass, tempered and laminated glass, thiokal, neoprene and all other types of glass cements, all types of insulating glass units, solar heat collectors containing glass or glass substitutes, glass hand rail, electric glass, bathroom fixtures, all plastics when used in place of glass, all other similar materials when used in place of moldings, tubber, lead and all types of mastic in wood, iron, aluminum or sheet metal, sash skylights, doors, frames, stone, wall cases, show cases, books cases, sideboards, partitions, automatic doors, automatic sliding doors, revolving doors, luminous ceilings, gaskets, and plastic mirrors, the installation of the above materials, temporary or permanent, on or for any building in the course of repair, remodel, construction or alteration.

The installation of all glass framing or support systems for the same such as extruded, rolled or fabricated metals or any materials that replace the same, such as plastics, metal tubes, mullions, metal facing materials, muttins, facia trim moldings, porcelain panels, skylights, showcase doors and relative materials, including those in any or all of the buildings related to the store front and window wall, curtain wall, stop wall, skylight and dome construction. Glazing and installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, screens storm stash where the glass becomes an integral part of the finished products, the tinting and coating of glass for the reflecting of heat and light, showcase tops, glass shelving of all types and table tops. In addition, such caulking, glass to glass, glass to metal, metal to concrete and panel to panels.

Production, maintenance, including all incidental and supplemental to, but not limited to Employees, and Employees who are engages int eh cutting, preparing, handling and selecting of glass and /or mirror, bevellers, silverers, blockers, scratch polishers, sand-blasters, flat glass wheel cutters, miters cutters, engraver, hole-drilling machine operations, belt sanding, automatic beveling, multi-grove edging machines, semi- and automatic-cutting machines, grinding, polishing unpacking ad racking or glass, glass packing, glass and mirror cleaning, mirror stripping, all operations in the manufacturing, framing and fabrication and assembling of all insulating units, assembling of all glass insulated solar heat collectors containing glass or glass substitutes, molding or mirrors, manufactured and assembly of sliding glass or mirror doors, the operating of all machines and equipment for these operations, oven operations, glass hangers, glass benders and operators, safety glass fabricators, inspectors, janitors, maintenance mechanics, loading and unloading or truck and railroad cars.

Craft: Highway Striper (Union Rate)

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

Highway Striper.....	51.28
Highway Striper Foreman.....	51.78

ADD ZONE RATE

In addition to HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles or over	\$7.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from 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.....	49.03
Brick Mason Foreman.....	49.43

ADD ZONE RATE

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

Zone Rate	75 miles and over	\$8.13
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ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169

Conveying of all materials used by the Brick and Stone Masons from the first point of delivery to the Mechanic whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift. The handling of Bricks, Blocks, mortar, or any other material to serve the bricklayer in any capacity building and dismantling scaffolds of any kind or type used by Bricklayers for masonry work including but not limited to tower scaffolds, access scaffolds, or other specialty scaffolds, mixing and tempering mortar by hand and/or machine, mixing grout and cleaning up after the bricklayer, the repairing and maintenance of all equipment, either on the job or in the yard.

Craft: Hod Carrier-Plasterer Tender (Union Rate)

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

Plasterer Tender-Journeyman.....	49.37
Plasterer Tender- Gun Tender.....	50.37
Plasterer Tender-Foreman.....	50.73

ADD ZONE RATE

In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone Rate	75 miles and over	\$8.00
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ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between Plasterers Contractors and LIUNA Local Union 169

Any Employee within the scope of this division tending or serving any other worker performing plasterers work, any plasterer, plasterers, or apprentices in any capacity performing plasterers work including but not limited to, handling and conveying of all materials after delivery used by plasters, including but not limited to, inside finish coat, outside finish coat, brown coat, scratch coat, sprayed or 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.....	81.01
Ironworker - Foreman.....	85.63
Ironworker -General Foreman.....	90.71

ADD ZONE RATE

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall or Las Vegas City Hall.

Zone 1	60 to 75 miles	\$20.00
Zone 2	75 to 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

ADD PREMIUM PAY

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

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

RECOGNIZED HOLIDAYS

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

JOB CLASSIFICATION: Excerpt from Agreement between NV AGC and DC of Ironworkers

Field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to "Cofar", "Trusdeck", Mahon "M"; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors, including supports; cast

tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, ableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal

and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, ministorages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.

Craft: Laborer (Union Rate)

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

Landscaper	43.37
Furniture Mover	44.87
Group 1.....	48.53
Group 1A.....	46.66
Group 2.....	48.63
Group 3.....	48.78
Group 3A.....	52.21
Group 4.....	49.03
Group 4A.....	51.53
Group 5.....	49.33
Group 6	
Nozzlemen, Rodmen.....	48.33
Gunmen, Materialmen.....	48.33
Reboundmen.....	48.68
Gunit Foreman.....	49.73

ADD ZONE RATE

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midn ight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between AGC and LIUNA Local 169

The construction, erection, alteration, repair, modification, demolition, addition, improvement of all building, heavy and highway, utility, industrial and all other type(s) of construction.

SEE GROUP CLASSIFICATIONS

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

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

Lubrication and Service Engineer (mobile and grease rack).....71.43

ADD ZONE RATE

In addition to: **LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse.

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$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.....	75.52
Mechanical Insulator-Foreman.....	79.52
Mechanical Insulator-General Foreman	81.52

ADD ZONE RATE

In addition to MECHANICAL INSULATOR rates add the applicable amounts per DAY, calculated based on a radius figured from Reno City Hall:

Zone 1	0 to 20 miles	\$15.00
Zone 2	21 to 40 miles	\$25.00
Zone 3	41 to 60 miles	\$35.00
Zone 4	Over 60 miles	\$100.00
Zone 4: Up to \$140.00 per day with receipts		

ADD PREMIUM PAY

One and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays.

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTION: Excerpt from the Int'l Assoc. of Heat and Frost Insulators and Allied Workers Local 16 and the No. CA Chapter. Western Insulation Contractors Assoc.

- 65. Lining of all mechanical room surfaces and air handling shafts.
- 66. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
- 67. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalent, 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.....	74.42
Millwright Foreman.....	78.91
Millwright General Foreman.....	83.85

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 45 Miles	\$0.00
Zone 2	45 to 100 Miles	\$4.00
Zone 3	101 Miles or over	\$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. 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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	66.41
Group 1A.....	69.17
Group 2.....	69.70
Group 3.....	69.97
Group 4.....	70.71
Group 5.....	71.01
Group 6.....	71.18
Group 7.....	71.43
Group 8.....	72.02
Group 9.....	72.34
Group 10.....	72.69
Group 10A.....	72.88
Group 11.....	73.12
Group 11A.....	74.76
Group 11B.....	75.57
Foreman.....	74.76
Add 12.5% to base rate for "Special" Shift	

Add Operating Engineers Zone Pay
Add Premium Pay

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

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	81.71
Group 1 Truck Crane Oiler.....	75.54
Group 1 Oiler.....	73.58
Group 2.....	80.20
Group 2 Truck Crane Oiler.....	75.29
Group 2 Oiler.....	73.37
Group 3.....	78.96
Group 3 Truck Crane Oiler.....	75.07
Group 3 Oiler.....	73.15
Group 3 Hydraulic.....	74.74
Group 4.....	77.23
Group 5.....	76.13
Add 12.5% to base rate for "Special" Shift	

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
PILEDRIVER

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	81.18
Group 1 Truck Crane Oiler.....	75.72
Group 1 Oiler.....	73.80
Group 2.....	79.64
Group 2 Truck Crane Oiler.....	75.51
Group 2 Oiler.....	73.60
Group 3.....	78.19
Group 3 Truck Crane Oiler.....	75.29
Group 3 Oiler.....	73.37
Group 4.....	76.68
Group 5.....	75.57
Group 6.....	72.29
Group 7.....	73.50
Group 8.....	72.54
Add 12.5% to base rate for "Special" Shift.....	

ADD ZONE RATE

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

RECOGNIZED HOLIDAYS

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

JOB DESCRIPTION, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

Craft: PAINTER (Union Rate)

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

Brush/Roller Painter.....	49.79
Spray Painter/Paperhanger.....	51.50
Sandblaster.....	51.55
Structural Steel & Steeplejack.....	51.55
Swing Stage.....	49.30
Special Coating Application-Brush.....	49.35
Special Coating Application-Spray.....	49.35
Special Coating Application-Spray Steel.....	53.29
Foreman.....	\$1.00 above highest Journeyman

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.
2. For any hours worked on Saturday from midnight to midnight
3. For any work performed in excess of the regular work week of forty (40) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTION: Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

a. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

b. All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.

2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

(c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels,

water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.

Craft: PILEDRIVER (Union Rate)

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

Piledriver-Journeyman.....	59.52
Piledriver-Welder.....	60.52
Piledriver-Foreman.....	63.21
Piledriver-General Foreman.....	67.27
Tender.....	63.21
Stand-By Diver.....	64.21
Diver-Diving (Wet Pay).....	105.78

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	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	Over 300 miles	\$8.00

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, cassinos 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 cloverleaves, interchanges, etc.

(5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.

(6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.

(7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

Craft: PLASTERER (Union Rate)

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

Plasterer-Journeyman.....	52.62
Plasterer-Foreman.....	55.93

ADD ZONE RATE

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and over	\$8.00

ADD PREMIUM PAY

OVERTIME Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 ½) the regular straight time hourly rate shall be paid for all work over eight (8) hours. Sunday will be paid at double the regular straight time rate.

RECOGNIZED HOLIDAYS

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

JOB DESCRIPTION: Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or toweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

Craft: PLUMBER/PIPEFITTER (Union Rate)

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

Plumber/Pipefitter-Journeyman.....	71.10
Plumber/Pipefitter-Foreman.....	75.79
Plumber/Pipefitter-General Foreman.....	80.48

ADD ZONE RATE

In addition to PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) statute air mile radius of the Elko, Nevada Post Office.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

JOB DESCRIPTION Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: REFRIGERATION MECHANIC (Union Rate)

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

Refrigeration-Journeyman.....	64.64
Refrigeration -Foreman.....	68.53
Refrigeration -General Foreman	72.41

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

JOB DESCRIPTION Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: ROOFER (Non-Union Rate)
(Does not include sheet metal roofs)

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

Roofer-Journeyman.....33.64

JOB DESCRIPTION

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

Craft: SHEET METAL WORKERS (Union Rate)

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

Sheet Metal Worker Journeyman.....	73.87
Sheet Metal Worker Foreman.....	78.26
Sheet Metal Worker General Foreman.....	82.65

ADD ZONE RATE

In addition to SHEET METAL rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

ADD PREMIUM PAY

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

RECOGNIZED HOLIDAYS

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

JOB DESCRIPTION: Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: SOILS and MATERIAL TESTER (Non-Union Rate)

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

Soil Tester (Certified).....	46.81
Soils and Materials Tester.....	46.81

Craft: SPRINKLER FITTER (Union Rate)

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

Sprinkler Fitter-Journeyman.....	65.31
Sprinkler Fitter Foreman.....	68.31
Sprinkler Fitter General Foreman.....	70.56

ADD ZONE RATE

In addition to SPRINKLER FITTER rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 60 miles	\$0.00
Zone 2	60 to 80 miles	\$23.00
Zone 3	80 to 100 miles	\$33.00
Zone 4	Over 100 miles	\$125.00

JOB DESCRIPTION

Installing, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and fire control systems Including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarms systems, also all tanks and pumps connected thereto. Also including shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Craft: SURVEYOR (Union Rate)

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

Rodman/Chainman	69.97
Instrumentman.....	71.43
Chief of Party Surveyor.....	72.69

ADD ZONE RATE

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road mile from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12 on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

RECOGNIZED HOLIDAYS

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

JOB DESCRIPTION includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

Craft: TAPER (Union Rate)

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

Taper-Journeyman.....	56.76
Taper-Foreman.....	60.83

ADD ZONE RATE

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from 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. When holiday falls on a Sunday, the Monday following shall be observed as the holiday; holidays falling on Saturday shall be observed on the prior Friday.

ADD PREMIUM PAY

All overtime, except Sundays and holidays, will be time and one-half (1 1/2). Sundays and holidays will be paid double time (2X). Any and all work performed in excess of the regular workday of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

JOB DESCRIPTION: Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada

SECTION 1 -- The scope of work covered by this Agreement shall include (but not be limited to) all work operations, including distribution to the point of application, as follows:

- (a) Work or services pertaining to the preparation, spotting, pointing, detailing, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thin wall, concrete, steel, wood and plaster surfaces, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.
- (c) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (d) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical, and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.
- (e) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material or purpose for which the materials used are designed or intended.
- (f) The cleanup of all materials and debris occasioned by any job operation at the site of construction, alteration, or repair undertaken whether such operation occurs on the interior or exterior of a building structure.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON FINISHER (Union Rate)

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

Tile Setter/Terrazzo Worker/Marble Mason Finisher.....	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.....48.53

ADD ZONE RATE

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between AGC and LIUNA Local 169

1. Distributing traffic control signs and markers along site in designated pattern;
2. Informing drivers of detour routes through construction sites;

Craft: Truck Driver (Non-Union Rate)

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

Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader

Under 4 yds. (water level).....	32.25
4 yds. & under 8 yds. (water level).....	32.25
8 yds. & under 18 yds. (water level).....	32.25
18 yds. & under 25 yds. (water level)	32.25
25 yds. & under 60 yds. (water level).....	32.25
60 yds. & under 75 yds. (water level)).....	32.25
75 yds. & under 100 yds. (water level)).....	32.25
100 yds. & under 150 yds. (water level)).....	32.25
150 yds. & under 250 yds. (water level)).....	32.25
250 yds. & under 350 yds. (water level)).....	32.25
350 yds. & over (water level).....	32.25

Transit Mix

Under 8 yds.....	32.25
Under 8 yds & including 12 yds.....	32.25
Over 12 yds.....	32.25

Transit Mix (Using Boom)

Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used.....	32.25
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Water & Jetting Trucks

Up to 2,500 gallons.....	32.25
Up to 2,500 gallons & over.....	32.25
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	
Heavy Duty Transport (High Bed).....	32.25
Heavy Duty Transport(Gooseneck low bed).....	32.25
Tiltbed or Flatbed Pull Trailers.. ..	32.25
Bootman, Comb. Bootman & Road Oiler.....	32.25
Flat Rack (2 or 3 axle unit).....	32.25

Bus & Manhaul Drivers

Up to 18,000 lbs. (single unit).....	32.25
18,000 lbs. and over	32.25
Warehousemen Spotter	32.25

Winch Truck & "A" Frame Drivers

Up to 18,000 lbs.	32.25
18,000 lbs. and over.....	32.25
Warehousemen Spotter.....	32.25
Warehouse Clerk.....	32.25
Tire Repairmen.....	32.25
Truck Repairmen.....	32.25
Pick Up Truck & Pilot Cars (Jobsite)	32.25
Pick Up Truck & Pilot Cars (Over the road)	32.25
Truck Oil Greaser.....	32.25
Fuel Truck Driver.....	32.25
Fuel Man & Fuel Island Man.....	32.25
Oil Tanker.....	32.25

Oil Tanker with Pup.....	32.25
Foreman.....	32.25

TRUCK DRIVER

Includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

Craft: WELL DRILLER (Union Rate)

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

Well Driller.....69.97

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 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 -PILEDRIIVER

Group 1

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self-Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self-Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3

- Derrick Barge Pedestal mounted under 45 tons
- Self-Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

No current classification

Group 6

- Deck Engineer

Group 7

No current classification

Group 8

- Deckhand
 - Fireman
-

Superseded General Decision Number: NV20220026

State: Nevada

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

County: Washoe County in Nevada.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023
2	03/03/2023

3 07/14/2023
 4 08/18/2023
 5 10/13/2023

CARP0971-013 07/01/2023

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 41.98	16.44

ELEC0401-011 01/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 42.50	20.95

ENGI0003-015 07/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 08.....	\$ 44.03	25.02
GROUP 10.....	\$ 44.70	25.02
GROUP 10A.....	\$ 42.72	24.50
GROUP 11.....	\$ 45.13	25.02
GROUP 11A.....	\$ 46.77	25.02

GROUP 8: Sheepsfoot

GROUP 10: Grade Setter

GROUP 10A: Power Shovels (up to and including one [1] cu. yd.)

GROUP 11: Power Shovels (over one [1] cu. yd. and up to and including seven [7] cu. yds. m.r.c.)

GROUP 11A: Power Shovels (over seven [7] cu. yds. m.r.c.)

ENGI0003-030 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (09) Mechanic and Backhoe Loader Combo.....	\$ 42.18	24.50

ENGI0012-014 10/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
GROUP 12.....	\$ 52.94	26.65
GROUP 16.....	\$ 54.36	26.65
GROUP 17.....	\$ 54.86	26.65
GROUP 19.....	\$ 56.89	26.65
GROUP 20.....	\$ 57.50	26.65
GROUP 21.....	\$ 58.11	26.65
GROUP 22.....	\$ 58.87	26.65
GROUP 23.....	\$ 59.33	26.65

GROUP 12: Crane Operator (up to including 40 ton capacity)

GROUP 16: Crane Operator (over 40 tons up to and including 79 tons)

GROUP 17: Crane Operator (Including 80 tons up to and including 150 tons)

GROUP 19: Crane Operator (over 150 tons up to and including 200 tons)

GROUP 20: Crane Operator (over 200 tons up to and including 250 tons)

GROUP 21: Crane Operator (over 250 tons up to and including 300 tons)

GROUP 22: Crane Operator (over 300 tons up to and including 350 tons)

GROUP 23: Crane Operator (over 350 tons)

ENGI0012-021 10/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 49.89	30.85
GROUP 4.....	\$ 50.48	30.85
GROUP 8.....	\$ 50.77	30.85
GROUP 12.....	\$ 50.77	30.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

Group 1: Oiler

Group 4: Screed Operator (Asphalt or Concrete); Rock Wheel Saw/Trencher

Group 8: Compactor (self-propelled); Drilling Machine Operator

Group 12: Vermeer Rock Trencher (or similar type).

* IRON0416-002 01/01/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 46.20	34.30

* IRON0433-002 01/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 46.20	34.30

LAB00169-003 10/01/2022

	Rates	Fringes
LABORER		
(1) Common or General; Cones/ Barricades/ Barrels- Setter/Mover/Sweeper.....	\$ 30.05	15.02
(1A) Flagger.....	\$ 27.18	15.02

(3) Asphalt Shoveler,
 Spreader and Distributor;
 Concrete Saw (Hand
 Held/Walk Behind); Mason
 Tender - Cement/Concrete;...\$ 30.30 15.02
 (4) Asphalt Raker;
 Pipelayer.....\$ 30.55 15.02

 PLAS0797-009 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	47.47	18.16

 SUNV2014-026 09/08/2016

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	32.26	17.65
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$	34.97	0.00
OPERATOR: Broom/Sweeper.....\$	36.66	12.22
OPERATOR: Grader/Blade.....\$	26.49	7.78
OPERATOR: Loader.....\$	33.53	17.10
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$	29.57	0.00
OPERATOR: Roller.....\$	33.69	12.22
TRUCK DRIVER: Dump Truck.....\$	22.28	0.00

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is
 like family to the employee) who is a victim of, domestic
 violence, sexual assault, or stalking. Additional information
 on contractor requirements and worker protections under the EO
 is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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Federal Debarment

In accordance with Executive Order 12549, contractors, subcontractors, and materials and service suppliers (including the engineers, etc.) who's contract is expected to equal or exceed \$25,000 must have a DUNS number (obtained from Dun & Bradstreet: <http://www.sba.gov/content/getting-d-u-n-s-number>) and be registered in the US Government System for Award Management (SAM: <https://www.sam.gov>) for ease of verification they are not debarred or suspended from working on projects with federal funding. Note that obtaining a DUNS number and registering in SAM.gov are free. The website listed above properly opens on Google Chrome and Microsoft Edge but may not work with Internet Explorer.

Implementation of Build America Buy America

P.L. 117-58

(April 18, 2022)

This information is available on EPA's website at

<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

April 18, 2022

M-22-11

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Shalanda D. Young
Director

SUBJECT: Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws¹ and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency² shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”³

The Act affirms, consistent with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”⁴

The Act provides statutory authorities for the Made in America Office (“MIAO”) in the Office of Management and Budget (“OMB”) to maximize and enforce compliance with Made in

¹ “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Pub. L. No. 66-261), also known as the Jones Act. Exec. Order No. 14,005, 86 Fed. Reg. 7475, § 2(b) (Jan. 28, 2021), available at <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>. Made in America Laws also include laws that give preference to Indian-owned and -controlled businesses, such as the Buy Indian Act (25 U.S.C. 47), that produce items in the United States.

² For the purposes of this guidance, the terms “Federal agency” and “agency” mean any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section). IIJA, § 70912(3).

³ IIJA, § 70914(a).

⁴ Exec. Order No. 14,005 (see footnote 1).

America Laws.⁵ MIAO aims to increase reliance on domestic supply chains and reduce the need for waivers through a strategic process aimed at: achieving consistency across agencies; gathering data to support decision-making to make U.S. supply chains more resilient; bringing increased transparency to waivers in order to send clear demand signals to domestic producers; and concentrating efforts on changes that will have the greatest impact.⁶

This memorandum provides implementation guidance to Federal agencies on the application of: (1) a “Buy America” preference⁷ to Federal financial assistance programs for infrastructure; and (2) a transparent process to waive such a preference, when necessary. A Federal financial assistance program for infrastructure is any program under which an award may be issued for an infrastructure project, regardless of whether infrastructure is the primary purpose of the award. The term “project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.⁸

Agencies should determine how this guidance is best applied to their infrastructure programs and processes, and consult with OMB, as needed, on establishing criteria, processes, and procedures for applying a Buy America preference and issuing waivers. OMB may update or provide additional guidance, as appropriate, to further assist agencies in the implementation of a Buy America preference.

I. Application of a Buy America Preference

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project.⁹ The Act requires the following Buy America preference:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

⁵ IJA, § 70923(a) & (b)(1).

⁶ OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf>

⁷ For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IJA, § 70912(2).

⁸ IJA, § 70912 (5) & (7).

⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.^{10, 11}

II. Applicability to Federal Financial Assistance Programs

This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations¹²—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.¹³

For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter independent statutory authorities that agencies may have to include domestic content requirements in awards of Federal financial assistance issued to for-profit organizations.

Federal agencies are encouraged to consult with OMB if they are uncertain about the applicability of this guidance to any particular infrastructure program.

Before applying a Buy America preference to a covered program that will affect Tribal communities, Federal agencies should follow the consultation policies established through Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*, and consistent with policies set forth in the Presidential Memorandum of January 26, 2021, on Tribal Consultation and Strengthening Nation-Nation Relationships. Federal agencies should commence consultation promptly.

This guidance does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.”¹⁴ “[P]re and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, *id.* § 5122(1), (2). Awards made to support the construction or improvement of infrastructure to mitigate the damage that may be caused by a non-imminent future emergency or disaster, such as awards

¹⁰ IIJA, § 70912 (2) & (6)(B)(ii).

¹¹ See Section VIII. of this guidance for more information on construction materials.

¹² IIJA § 70912(4)(A)

¹³ See 2 C.F.R. § 200.1.

¹⁴ IIJA § 70912(4)(B)

made under FEMA’s Flood Mitigation Assistance program,¹⁵ do not qualify as “pre and post disaster or emergency response expenditures.”

Subawards should conform to the terms and conditions of the Federal award from which they flow.¹⁶

The IIJA’s definition of “infrastructure” encompasses public infrastructure projects. Thus, the term “infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.¹⁷ Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging - as infrastructure.

When determining if a program has infrastructure expenditures, Federal agencies should interpret the term “infrastructure” broadly and consider the definition provided above as illustrative and not exhaustive. When determining if a particular construction project of a type not listed in the definition above constitutes “infrastructure,” agencies should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Projects with the former qualities have greater indicia of infrastructure, while projects with the latter quality have fewer. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project. Federal agencies are strongly encouraged to consult with OMB when making such determinations.

Agencies should consult with MIAO regarding their readiness to apply the requirements of the Act to covered programs. Agencies with questions regarding the application of a Buy America preference to agency-specific programs, including questions about the possible use of waivers during adjustment periods as agencies work to implement the Act, are advised to reach out to MIAO for technical assistance and advice.

III. Consistency with International Agreements

Pursuant to section 70914(e) of the Act, this guidance must be applied in a manner consistent with the obligations of the United States under international agreements.

IV. Avoid Unnecessary Disruption

The Act makes clear that its preferences apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described

¹⁵ See 42 U.S.C. § 4104c.

¹⁶ 2 CFR 200.101 (b) (2)

¹⁷ IIJA, § 70912(5).

in section 70914 of the Act does not already apply to iron, steel, manufactured products, and construction materials.¹⁸ Agencies should consider whether existing domestic content requirements meet the standards in the Act, as described in this memorandum. Agencies must make necessary changes to come into compliance with the Act's requirements, while preserving policies and provisions that already meet or exceed the standards required by the Act. For example, a program in which the standards for iron and steel already meet the standards in the Act may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed Build America, Buy America requirements.

V. Effective Date for Awards

Agencies must ensure that, starting on May 14, 2022, all Federal financial assistance programs for infrastructure comply with the requirements of section 70914 of the Act. Therefore, new awards made on or after May 14, 2022, must take appropriate steps to ensure financial assistance awards comply with these requirements, which may include appropriate terms and conditions¹⁹ incorporating a Buy America preference. Renewal awards and amendments obligating additional funds to existing awards that are executed on or after May 14, 2022, must also include a Buy America preference. This means that agencies must include a Buy America preference in awards issued on or after May 14, 2022, even if Notices of Funding Opportunities for those awards did not include a Buy America preference. In these cases, agencies may consider whether public interest waivers may be needed to avoid undue increases in the time and cost of a project. Similarly, public interest waivers may be needed for awards and amendments made on or after May 14, 2022, where budgets for purchase of covered materials have already been agreed upon (including if materials have been ordered and construction has begun). Consistent with the guidance provided below, agencies should issue waivers judiciously and clearly communicate to recipients the limitations and conditions of any such waivers.

VI. Articles, Materials, and Supplies for Infrastructure

A Buy America preference, as defined in section I of this guidance, only applies to the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award. If an agency has determined that no funds from a particular award under a covered program will be used for infrastructure, a Buy America preference does not apply to that award. Similarly, for a covered program, a Buy America preference does not apply to non-infrastructure spending under an award that also includes a covered project. A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply

¹⁸ IIA, § 70917(a) &(b).

¹⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for exemplary language.

to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

For the purposes of this guidance, an article, material, or supply should only be classified into *one* of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. For ease of administration, an article, material, or supply should not be considered to fall into multiple categories. Agencies should apply the iron and steel test to items that are predominantly iron or steel, unless another standard applies under law or regulation.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b).

VII. Issuing Buy America Waivers

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that—

- (1) applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Federal agencies are responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. To the greatest extent practicable, waivers should be targeted to specific products and projects.²⁰

Before issuing a waiver, the head of the Federal agency must make publicly available on the agency’s website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver.²¹ General applicability waivers are subject to a minimum 30-day public comment period.²² By April 29, 2022, agencies should provide the website address where they will be posting proposed waivers for public comment to MBX.OMB.MadeInAmerica@omb.eop.gov. Pursuant to sections 70914(c) and 70937 of the Act, the waiver must be cross-posted to a centralized waiver transparency website managed by GSA, [BuyAmerican.gov](https://www.buyamerican.gov),²³ no later than November 15, 2022.

²⁰ See Section VII of this guidance for information on waiver principles and criteria.

²¹ Executive Order, § 4(b)(i)(2); IJJA, § 70914(c); IJJA, § 70937 (note that “Buy American” as used in this section also refers to Buy America preferences, per IJJA, § 70932(1)).

²² IJJA § 70914(d)(2)(A)(ii). See Section VII of this guidance for information on general applicability waivers.

²³ [BuyAmerican.gov](https://www.buyamerican.gov) redirects to [MadeInAmerica.gov](https://www.madeinamerica.gov).

To minimize duplication and promote efficiency, MIAO and GSA will coordinate with agencies on the expansion of the existing website's functionality to display waivers for Federal financial assistance and provide further instructions to agencies as necessary.

Federal agencies are responsible for performing due diligence and approving or rejecting waivers consistent with the Act, this guidance, and any other applicable Buy America laws. Federal agencies should notify MIAO in advance of posting an award- or project-level proposed waiver for public comment. However, Federal agencies must consult with MIAO for proposed waivers with broader applicability (such as a general applicability waiver) before posting them for public comment. The purpose of the consultation is to identify any opportunities to structure the waiver in order to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Federal agencies should send proposed waivers for review to MBX.OMB.MIAwaivers@omb.eop.gov.

Federal agencies must submit to MIAO a proposed waiver for review after the public comment period has concluded. MIAO will review the proposed waiver to determine if it is consistent with applicable law and policy,²⁴ and will notify the Federal agency of its determination.

All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States²⁵ and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.²⁶ In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted to MIAO should include the following information, as applicable:

- Waiver type (nonavailability, unreasonable cost, or public interest)
- Recipient name and Unique Entity Identifier (UEI)
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code)
- Financial assistance listing name and number
- Federal financial assistance program name
- Federal Award Identification Number (FAIN) (if available)
- Federal financial assistance funding amount
- Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known)
- Infrastructure project description and location (to the extent known)
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- A certification that the Federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

²⁴ Executive Order, § 4(c).

²⁵ IIJA, § 70937(c)(2)(A).

²⁶ IIJA, § 70937(c)(2)(D).

- A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, and in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- Anticipated impact if no waiver is issued.
- Any relevant comments received through the public comment period.

The purpose of the information is to ensure that the agency has adequate information to perform due diligence, that MIAO has sufficient information to determine whether the proposed waiver is consistent with law and policy, and that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the “Cognizant Agency for Made in America” and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

a. Exceptions for Unforeseen and Exigent Circumstances

In limited situations where there is an urgent need in an unforeseen and exigent circumstance, agencies have the authority to waive the application of Buy America preferences without submitting the waiver for public comment and MIAO determination.²⁷ As an exception to the public transparency requirements of the Act, agencies should exercise that authority only when necessary. Further, to ensure MIAO can fulfill its role as a central and transparent source of Made in America waivers, an agency that issues a waiver without first seeking public comment and MIAO approval must, within 30 days of the waiver’s issuance, submit a report to MIAO explaining its reliance upon the “unforeseen and exigent circumstance” exception.²⁸ MIAO will provide further instructions to agencies on how to submit those reports. Although public posting and MIAO review may be waived in exigent circumstances, agencies remain responsible for performing due diligence appropriate to the circumstances, consistent with the principles and criteria in paragraphs VII(b) and (c) below.

²⁷ IJA, § 70937(b)(2).

²⁸ This reporting process was established pursuant to Executive Order 14,005, § 4(d) and OMB Guidance on Improving the Transparency of Made in America Waivers available at: <https://www.whitehouse.gov/wp-content/uploads/2021/10/Guidance-Memo-Improving-the-Transparency-of-Made-in-America-Waivers.pdf>.

b. *Waiver Principles and Criteria*

To ensure they are scrupulously monitoring, enforcing, and complying with applicable Buy America Laws and minimizing the use of waivers,²⁹ agencies must apply standard criteria to determine whether to grant a waiver in a given circumstance. Agencies with existing criteria must review it for consistency with this guidance and update it as appropriate. All other agencies must establish criteria.

Agencies may reject or grant waivers in whole or in part. To the greatest extent practicable, waivers should be issued at the project level and be product-specific. Overly broad waivers undermine market signals designed to boost domestic supply chains, particularly for key articles, materials and supplies in critical supply chains (i.e., critical supply chains identified in Executive Order 14017, *America's Supply Chains*). When necessary, agencies may consider issuing a waiver that has applicability beyond a single project; however, agencies should always issue, construe, and apply waivers to ensure the maximum utilization of goods, products, and materials produced in the United States, consistent with applicable law. Federal agencies may consult with MIAO when establishing or modifying criteria for granting waivers. They may also work within the Made in America Council, a practice that will help to foster consistency across agencies to the greatest extent practical and appropriate, given agency and program missions.

Federal agencies should use the following principles before issuing a waiver of any type:

- **Time-limited:** In certain limited circumstances, a Federal agency may determine that a waiver should be constrained principally by a length of time, rather than by the specific projects to which it applies. Waivers of this type may be appropriate, for example, when an item that is “nonavailable” is widely used in projects funded by a particular program’s awards. When issuing such a waiver, the agency should identify a short, definite time frame (e.g., no more than one to two years) designed to ensure that, as domestic supply becomes available, domestic producers will have prompt access to the market created by the program.
- **Targeted:** Waivers that are not limited to particular projects should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) necessary. Waivers that are overly broad will tend to undermine domestic preference policies. Broader waivers will receive greater scrutiny from MIAO.
- **Conditional:** Federal agencies are encouraged to issue waivers with specific conditions that support the policies of the Act and the Executive Order.

These principles and criteria should be viewed as minimum requirements for the use of waivers by Federal agencies.³⁰

Nonavailability Waivers

Before granting a nonavailability waiver, agencies should consider whether the recipient has performed thorough market research, which may be accomplished with assistance from the agency, and adequately considered, where appropriate, qualifying alternate items, products, or

²⁹ IJA § 70933(2).

³⁰ See Section IV. of this guidance for agencies that have existing regulations or guidance.

materials. Waivers should describe the market research activities and methods to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources. Agencies are encouraged to engage with the Made in America Council to develop resource lists for common items, goods, or materials.

Unreasonable Cost Waivers

An unreasonable cost waiver is available if the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Before granting an unreasonable-cost waiver, to the extent permitted by law, agencies should ensure the recipient has provided adequate documentation that no domestic alternatives are available within this cost parameter. Agencies may assist recipients in gathering documentation.

For requests citing unreasonable cost as the statutory basis of the waiver, the waiver justification must include, as applicable, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products, pursuant to the requirements of the applicable Made in America law.³¹ Publicly available cost comparison data may be provided in lieu of proprietary pricing information.³² Unreasonable-cost waivers should be no broader than necessary.

Public Interest Waivers

A waiver in the public interest may be appropriate where an agency determines that other important policy goals cannot be achieved consistent with the Buy America requirements established by the Act and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver. Such waivers shall be used judiciously and construed to ensure the maximum utilization of goods, products, and materials produced in the United States.³³ To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award.³⁴

Public interest waivers may have a variety of bases. As with other waivers, they should be project-specific whenever possible, as what is in the public interest may vary depending upon the circumstances of the project, recipient, and specific items, products, or materials in question.

Federal agencies may wish to consider issuing a limited number of general applicability public interest waivers in the interest of efficiency and to ease burdens for recipients. The agency remains responsible for determining whether such a waiver is appropriate to apply to any

³¹ IIJA, § 70937(c)(2)(B).

³² IIJA, § 70937(c)(2)(B).

³³ IIJA, § 70935(a).

³⁴ IIJA, § 70935(b).

given project; the Made in America Office will not review each application of such a waiver. The following are examples of types of public interest waivers an agency may consider issuing.³⁵

- **De Minimis:** Ease of administration is important to reduce burden for recipients and agencies. Federal agencies may consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a de minimis threshold. An agency may consider whether a public interest waiver should apply when necessary to ensure that recipients and Federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver(s) would risk exceeding the value of the items waived. Agencies may consider adopting an agency-wide public interest waiver that sets a de minimis threshold, for example, of 5 percent of project costs up to a maximum of \$1,000,000.
- **Small Grants:** Agencies may wish to consider whether it is in the public interest to waive application of a Buy America preference to awards below the Simplified Acquisition Threshold. This type of waiver may be particularly relevant in the initial years after enactment of IJIA, and may be phased out over time as agencies develop efficient waiver review capabilities.
- **Minor Components:** Agencies may wish to consider whether it is in the public interest to allow minor deviations for miscellaneous minor components within iron and steel products. A minor components waiver in the public interest may allow non-domestically produced miscellaneous minor components comprising no more than 5 percent of the total material cost of an otherwise domestically produced iron and steel product to be used. It would not be in the public interest to use a minor components waiver to exempt a whole product from the iron and steel requirements, or to allow the primary iron or steel components of the product to be produced other than domestically.
- **Adjustment Period:** Agencies should consider whether brief, time limited waivers to allow recipients and agencies to transition to new rules and processes may be in the public interest.
- **International Trade Obligations:** If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a waiver of a Made in America condition to ensure compliance with such obligations may be in the public interest.
- **Other Considerations:** A waiver may be in the public interest in one circumstance, but not in another, and considerations will depend upon the nature and amount of resources available to the recipient, the value of the items, goods, or materials in question, the potential domestic job impacts, and other policy considerations, including sustainability, equity, accessibility, performance standards, and the domestic content (if any) of and conditions under which the non-qualifying good was produced.

All proposed waivers citing the public interest as the statutory basis must include a detailed written statement, which shall address all appropriate factors, such as potential

³⁵ The list is not exhaustive and no agency is required to issue the types of waivers noted as examples. As with other general applicability waivers, generally applicable public interest waivers must be reviewed at least every five years and more often as appropriate.

obligations under international agreements, justifying why the requested waiver is in the public interest.³⁶

Before granting a waiver in the public interest, to the extent permitted by law, agencies shall assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products.³⁷ Agencies may consult with the International Trade Administration (ITA) in making this assessment if the granting agency deems such consultation to be helpful. The agency shall integrate any findings from the assessment into its waiver determination as appropriate.³⁸ MIAO will work with ITA and agencies to develop standard processes to expedite this required assessment, such as by ensuring agencies know how to easily access lists of dumped or injuriously subsidized products.

c. General Applicability Waivers

The term “general applicability waiver” refers to a waiver that applies generally across multiple awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”).

General applicability waivers should be issued only when necessary to advance an agency’s missions and goals, consistent with IJJA, the Executive Order, and this guidance. For example, an agency might issue a general waiver for a product for which there are well-established domestic sourcing challenges. General applicability waivers will require appropriate justification from the Federal agency.

Federal agencies with one or more existing general applicability waivers, including public interest waivers, must review such waivers within five years of the date on which the waiver was issued. Agencies issuing new general applicability waivers must review such waivers at least every five years from the date of issuance. Agencies are encouraged to review general applicability waivers more frequently, when appropriate. In conducting a review of any general applicability waiver, the head of a Federal agency shall—

- (A) publish in the *Federal Register* a notice that—
 - (i) describes the justification for a general applicability waiver; and
 - (ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and

- (B) publish in the *Federal Register* a determination on whether to continue or discontinue the general applicability waiver, considering the comments received in response to the notice published under paragraph (A).³⁹

³⁶ IJJA, § 70937(c)(2)(C).

³⁷ Executive Order, § 5.

³⁸ Executive Order, § 5.

³⁹ IJJA, § 70914(d)(1) & (2).

For a period of five years beginning on the date of enactment of the Act, paragraphs (A) and (B) above shall not apply to any product-specific general applicability waiver that was issued more than 180 days before November 15, 2021.⁴⁰

By no later than November 15, 2022, agencies with existing, non-product specific general applicability waivers that were issued more than five years before November 15, 2021 should promptly commence review of each such waiver by publishing a *Federal Register* notice as required in section 70914(d)(2)(A) of the IIJA. Should the review justify retaining the waiver, agencies should consider narrowing the waiver in a manner that would support supply chain resilience and boost incentives to manufacture key products domestically, as appropriate.

To ensure prompt commencement of projects funded by IIJA, MIAO plans to work with agencies to expedite consideration of general applicability waivers for products or categories of products for which domestic sourcing challenges have been well documented. Agencies should align such waivers with complementary policies, such as work to boost supply chain resiliency and domestic employment. General applicability waivers should include appropriate expiration dates designed to ensure that, once available, Buy America qualifying products receive appropriate consideration.

VIII. Preliminary Guidance for Construction Materials

For construction materials, the Act requires that, not later than 180 days after November 15, 2021, OMB must issue standards that define the term “all manufacturing processes” in the case of construction materials. These standards must require that each manufacturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States. They must also reflect efforts to maximize the direct and indirect jobs benefited or created in the production of the construction material.⁴¹

Although the deadline to issue such guidance has not yet passed, OMB is providing preliminary and non-binding guidance to assist agencies in determining which materials are construction materials so that agencies can begin applying Buy America requirements to those materials. This preliminary guidance addresses the requirements as set forth in section 70915(b) of the IIJA while providing sufficient time for OMB to receive additional stakeholder input.

The IIJA finds that “construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴²—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);

⁴⁰ IIJA, § 70914(d)(3).

⁴¹ IIJA, § 70915(b).

⁴² IIJA, § 70917(c)(1).

- lumber; or
- drywall.⁴³

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Pending OMB's issuance of final standards on construction materials, and absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. OMB is seeking additional stakeholder input before issuing further guidance identifying initial manufacturing processes for construction materials that should be considered as part of "all manufacturing processes."

Agencies should consult with MIAO, as needed, to ensure that any waiver issued for construction materials is explicitly targeted and time-limited, in order to send a clear market signal that additional standards for "all manufacturing processes" in the case of construction materials will be forthcoming.

⁴³ See IIIA, § 70911(5).

Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Where applicable, the Federal agency must include appropriate terms and conditions in all awards, in accordance with applicable legal requirements and its established procedures, in order to effectuate the requirements of the Act and this guidance. The following is sample language.

To achieve the greatest possible consistency across agencies and programs, agencies should send their proposed terms and conditions to MIAO for review prior to incorporating them into applicable awards. Agencies should begin including appropriate language in NOFOs published *before* May 14, 2022 to provide applicants fair notice of the Buy America conditions that will apply to funds obligated on or after that date.

** ** **

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

⁴⁴ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [link to awarding agency web site with information on currently applicable general applicability waivers].

*Definitions*⁴⁵

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

⁴⁵ Federal agencies may choose to provide definitions on a public-facing website and reference that website in the terms and conditions, rather than including all definitions in the terms and conditions itself. If an agency chooses to do provide definitions on a public-facing website, it is not considered a deviation from the terms and conditions provided and does not need to be reviewed by OMB.

⁴⁶ IIIA, § 70917(c)(1).

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

***Implementation of American Iron & Steel Provisions
of
P.L. 113-76, Consolidated Appropriations Act, 2014
(Final Guidance March 20, 2014)***

*This information also available on EPA's website at
[https://www.epa.gov/cwsrf/state-revolving-fund-american-
iron-and-steel-ais-requirement](https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement)*




UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460


MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76,
Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director 
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director 
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term ‘primarily iron or steel’ mean?

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of ‘municipal castings’?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is ‘structural steel’?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
<p>General</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor 		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects? 		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests <ul style="list-style-type: none"> • Does the waiver request include the following information? <ul style="list-style-type: none"> – Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products – Relevant excerpts from the bid documents used by the contractors to complete the comparison – A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Availability Waiver Requests <ul style="list-style-type: none"> • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? <ul style="list-style-type: none"> – Supplier information or other documentation indicating availability/delivery date for materials – Project schedule – Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? • Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) • Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: <ul style="list-style-type: none"> – Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State – Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States – Correspondence with construction trade associations indicating the non-availability of the materials • Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the _____ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014 (Public Law 113-76) Q&A Part 1: Valves and Hydrants

Q1: Does the AIS requirement of the Consolidated Appropriations Act of 2014 require minor, miscellaneous components within a covered valve or hydrant, such as nuts, bolts and washers, to be made in the U.S.?

A1: The definition of "iron and steel products" that must either be domestically produced or subject to a waiver in order to comply with the AIS requirement of the Consolidated Appropriations Act of 2014 includes valves and hydrants. Unlike many other of the "iron and steel products" that are listed in the definition, valves and hydrants are typically precision mechanical products with multiple fitted, operating parts and connections. Valves and hydrants, unlike most of the other listed products, contain other minor components, such as small washers, nuts, and bolts that are of unknown origin but are added to the valve or hydrant during the manufacturing process. For purposes of the 2014 AIS requirement, EPA considers only the significant iron and steel components of a covered valve or hydrant – the body, bonnet, shoe, stem, and wedge/disc/gate/ball – to be within the definition of "iron and steel products" that must either be made domestically, or otherwise must comply with the AIS requirement. The minor components represent a very small percentage of the iron and steel in the hydrants and valves that are defined as "iron and steel products." These minor components, which EPA has learned through our research are currently difficult to find domestically in sufficient quantity, such as minor nuts, bolts, and washers, are not required to be of U.S. origin.

Q2: Do the actuators/control systems attached to valves have to comply with the AIS requirement, or just the valve itself?

A2: The AIS requirement of the Consolidated Appropriations Act of 2014 includes valves in its definition of "iron and steel products" that recipients must make certain are either domestically made or subject to a waiver in order to comply with the AIS requirement. Actuators and control systems are not included in the definition. Only the valve itself is required to be either domestically produced or subject to a waiver in order to be compliant with the AIS requirement. Absent a waiver, EPA considers valves and hydrants to be domestically produced if the significant iron and steel components of a covered valve or hydrant – the body, bonnet, shoe, stem, and wedge/disc/gate/ball – if made of iron or steel, is produced in the U.S. See Q1 above for a discussion about minor components. The valves and actuators, while often purchased and shipped together, are two unique products that are manufactured separately and typically attached together during the final step of the process. Valves are included in the definition of "iron and steel products" in the AIS requirement. Actuators, whether manual, electric, hydraulic or pneumatic, are not listed as an "iron and steel product" under the AIS requirement of the Consolidated Appropriations Act of 2014, nor are they considered construction materials. Therefore, they do not need to be domestically produced in the U.S. in order to comply with the requirement.

Q3: Are electric powered motor operated valves excluded based on the valve being motorized equipment (i.e. electrical equipment)?

A3: No, electric powered motor operated valves are not excluded based on the valve being motorized equipment. The actuator, a motor that controls the valve, is considered a separate product, which is not

listed as an “iron and steel product” under the AIS requirement of the Consolidated Appropriations Act of 2014, nor is it considered a construction material. Therefore, the actuator does not need to be domestically produced in the U.S. in order to comply with the requirement. See Q2 for further clarification.

Q4: Based on EPA’s AIS guidance dated March 20, 2014, gates are not considered construction materials and therefore do not have to be produced in the U.S. Does that include gate valves?

A4: No, valves are specifically listed in the Consolidated Appropriations Act of 2014 as an “iron and steel product” and therefore, absent a waiver, must be produced in the U.S. to be in compliance with the requirement if they are “primarily” iron and steel. Gates as referenced in the EPA March 20, 2014 guidance refer only to common sluice and slide gates, and not to gate valves.

**American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014
(Public Law 113-76)**

Q&A Part 2

PRODUCT QUESTIONS

1. Q: Do all fasteners qualify for de minimis exemption?

A: No. There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads). See the following: http://water.epa.gov/grants_funding/upload/Deminimis-Waiver-04-15-14.pdf.

EPA also clarifies that minor components of two listed products – valves and hydrants -- may not need to meet the AIS requirements if the minor components comprise a very small quantity of minor, low-cost fasteners that are of unknown origin. See EPA's questions and answers on the subject at the following: http://water.epa.gov/grants_funding/upload/AIS-QandA-Part-1-Valves-and-Hydrants-final.pdf.

2. Q: Does PCCP pipe have to be domestically produced?

A: Yes. Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

3. Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?

A: No. Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

4. Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?

A: No. Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

5. Q: Can a recipient use non-domestic flanged pipe?

A: No. While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

6. Q: Can a recipient use non-domestic couplings, expansion joints, and other similar pipe connectors?

A: No. These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger “fitting” categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

7. Q: Can a recipient use non-domestic service saddles and tapping sleeves?

A: No. These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger “pipe restraint” category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

8. Q: The AIS guidance does not appear to cover reused items (i.e., existing pipe fittings, used storage tanks, reusing existing valves). How should reused items be addressed?

A: The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient’s de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

9. Q: What does “time needed” mean in the AIS guidance, in reference to the definition of “Reasonably Available Quantity”?

A: For considering whether a product would meet reasonably available quantity, “time needed” is based on the construction schedule. If the item is delayed and there is substantial impact on the overall construction schedule, this would not be according to the “time needed.”

10. Q: If a product is not specifically included on the list of AIS covered products, must it comply with AIS?

A: Possibly. The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA’s AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

11. Q: If a listed iron and steel product is used as a part for an assembled product that is non-domestic, do the AIS requirements apply?

A: AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Other assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. Therefore, for the case of a non-covered product used in a larger non-domestic assembly, the components, even if specifically listed in the Consolidated Appropriations Act, do not have to be domestically produced.

12. Q: Is cast iron excluded from the AIS requirements?

A: No. Cast iron products that fall under the definition of iron and steel products must comply with the AIS requirements.

13. Q: The guidance states that “construction materials” do not include mechanical equipment, but then identifies ductwork as a construction material. Please clarify.

A: Ductwork is not mechanical equipment, therefore it is considered a “construction material” and must comply with the AIS requirements.

14. Q: Do “meters” mentioned in EPA’s guidance as non-construction materials include both flow meters and water meters?

A: Yes. “Meters” includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.

15. Q: Must coiled steel be domestic?

A: Yes. Coiled steel is an intermediate product used in the production of steel pipe and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

16. Q: Are pig iron, direct reduced iron (DRI), and ingot considered raw materials?

A: No. These are considered intermediate products used in the production of iron or steel and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

17. Q: Can assistance recipients rely on a marking that reads, “Made in the USA,” as evidence that all processes took place in the U.S.?

A: No. This designation is not consistent with our requirements that all manufacturing processes of iron and steel products must take place in the U.S.

18. Q: When determining what constitutes a product made “primarily” of iron or steel, who makes this determination?

A: The manufacturer will show if its product qualifies as primarily made of iron or steel. The recipient should expect the manufacturer to provide documentation/ certification that its product is AIS compliant.

19. Q: Do aerators need to be produced domestically in order to comply with AIS?

A: No. Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. “Blowers/aeration equipment, compressors” are listed in EPA’s guidance as non-construction materials.

20. Q: Are Sluice and Slide Gates considered valves?

A: No. Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, “gates” (meaning sluice, slide or weir gates) are listed in EPA’s guidance as non-construction materials.

AIS PROCESS QUESTIONS

21. Q: Will notices of waiver applications be published in the federal register?

A: No. Applications for waivers will be published on EPA’s website (http://water.epa.gov/grants_funding/aisrequirement.cfm). EPA will provide 15 days for open public comment, as noted on the website.

22. Q: Will states be collecting the step certification paper trail, as presented in the AIS guidance?

A. No. Assistance recipients must maintain documentation of compliance with AIS. EPA recommends use of the step certification process. This process is a best practice and traces all manufacturing of iron and steel products to the U.S. If the process is used, the state does not have to collect the documentation. The documents must be kept by the assistance recipient and reviewed by the state during project reviews.

23. Q: Why is it considered a best practice for states to conduct site visits, when it is the assistance recipient's responsibility to meet the AIS requirements?

A: It is both the assistance recipient's and the state's responsibility to ensure compliance with the AIS requirements. The state is the recipient of a federal grant and must comply with all grant conditions, including a condition requiring that the AIS requirements be adhered to. Therefore, it is recommended that states conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance.

24. Q: Please further define the state's role in the waiver process.

A: The state's role in the waiver process is to review any waiver requests submitted to the state in order to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information.

25. Q: How much time does EPA have to evaluate the waiver during the evaluation step?

A: At a minimum, EPA is required to provide 15 days for open public comment. There is no specific deadline or time limit for EPA to review waiver requests. Each waiver request will come with its own specific details and circumstances and may require a different amount of time for review and analysis. For example, public interest waivers in general may take longer to review than availability waivers which are typically more straightforward. However, EPA understands that construction may be delayed while waiting for a waiver and will make every effort to review and issue decisions on waiver requests in a timely manner.

PROJECT QUESTIONS

26. Q: What if a project is funded by another funding entity (i.e., United States Department of Agriculture – Rural Development) where AIS is not required and begins construction after January 17, 2014 but then applies to the SRF to refinance the project? Are they ineligible?

A: The project is not ineligible. AIS requirements will apply to any construction that occurs after the assistance agreement is signed, through the end of construction. If construction is complete, there is no retroactive application of the AIS requirements.

27. Q: If the assistance recipient can demonstrate through market research that the AIS requirement will exceed the 25 percent cost threshold, is the entire project exempt from the AIS requirement?

A: If the waiver application shows that the inclusion of American iron and steel products causes the entire cost of the project to increase by more the 25 percent, a waiver may be granted for the entirety of the project.

28. Q: Can the recipient use non-SRF funds to pay for the non-compliant item.

A: No. It is not an acceptable to use non-SRF funds to pay for a non-compliant item. The Consolidated Appropriations Act of 2014 requires that all iron and steel products, no matter the source of funding, must be made in the U.S. if SRF funds are used in the project.

29. Q: What constitutes “satisfactory quality” as defined in the AIS guidance, in reference to the availability waiver process.

A: “Satisfactory quality” means the product meets the project design specifications. A waiver may be granted if a recipient determines that the project plans and design would be compromised because there are no American made products available that meet the project design specifications.

30. Q: The guidance states that the AIS requirement applies to any project “funded in whole or in part” by an SRF. Where is this in the Act?

A: The Act states that, “None of the funds made available by a ... [State SRF program] ... shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.” This sentence clearly states that no SRF program may use its funds for a project unless all of the iron and steel products used in the project are made in the U.S. This is true even if only \$1 of SRF funding is used in the project.

31. Q: There is always an expectation on the part of an assistance recipient that the construction phase of a planning and/or design only loan will be funded through the SRF. If the original planning and/or design only loan was executed prior to a January 17, 2014, does this mean the entire project will be exempt from the AIS requirement?

A: If the original loan includes construction, and was executed prior to January 17, 2014, then the AIS provision does not apply to the project. If the original loan was only for planning and/or design, then a written commitment or documented “expectation” is needed to show exemption from the

requirements. Appearance on a priority list in an Intended Use Plan along with written reasonable assurance from the state that the recipient will receive SRF funding for project construction could provide sufficient evidence of “expectation of funding”.

32. Q: What if there has been a change order or redesign requiring new plans and specifications to be approved and they were approved after January 17, 2014: does the project now have to comply with AIS?

A: In most cases, no. Change orders are typically small enough changes that the original plan and specification date will still hold true. For example, if a pipe alignment has to be changed for a block or two due to unforeseen conditions, but new plans and specifications had to be submitted for this section of the project, then that could be considered a minor change. However, if there has been a major redesign, perhaps the whole project had to be redesigned starting from scratch, then the new plans and specification approval date would apply.

33. Q: What if the bids on a project with plans and specifications approved before January 17, 2014 but the loan is signed after January 17, 2014 come in low, and there is significant funding remaining in the loan agreement, so the community designs a second project with the remaining funds: does that project have to comply with the AIS requirements?

A: If the second project is closely related in purpose, place and time to the first project, then the second project would be exempt from the AIS requirements. It is the assistance recipient’s responsibility (with state oversight) to show that a project is closely related, or not, in purpose, place and time.

34. Q: What if the assistance agreement was signed after January 17, 2014, state approval of plans for the first phase of the project was in place prior to January 17, 2014, but state approval of the plans for the second phase of the project was received after January 17, 2014?

A: In such a case, the AIS provision would not apply to the first phase of the project. If the second phase of the project is considered the same project as the first phase, due to its close relation in purpose, place and time, the entire project may be exempt. It is the assistance recipient’s responsibility (with state oversight) to show that phases of a project is closely related, or not, in purpose, place and time.

35. Q: Do products purchased through procurement-only contracts have to be comply with AIS?

A: Yes. For projects funded by SRF, the products procured under any form of contract must comply with AIS. A procurement-only contract generally involves the bulk purchase of common items (such as pipe, concrete, and/or pumps) of independent timing from a set of planned projects. If products which are purchased through a procurement-only contract are being installed under another contract, the procurement-only contract would probably not be considered a separate project in purpose, place and time; and therefore, would have to comply with the AIS requirements.

March 2015

American Iron & Steel Requirement for the Clean Water and Drinking Water State Revolving Funds

Q&A Part 3

*For CWSRF and DWSRF: On **January 17, 2014**, Public Law 113-76, the "Consolidated Appropriations Act, 2014," was enacted and included an American Iron and Steel requirement for the Clean Water and Drinking Water State Revolving Fund programs through the end of fiscal year 2014. Since then, the AIS requirement has continued for both programs, but through different statutes, with a few changes as described in the questions and answers provided below.*

*For CWSRF: On **June 10, 2014**, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.*

*For DWSRF: On **December 16, 2014**, the President signed Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," which provides fiscal year 2015 full-year appropriations through September 30, 2015. This law continues the requirement for the use of AIS products in DWSRF assistance agreements through September 30, 2015.*

CWSRF PROGRAM

- 1. Q: The Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS for CWSRF funded assistance agreements. Does the CWA include an exemption for plans and specifications approved prior to the enactment of the legislation similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

A: Yes. The WRRDA amendment to the CWA, which included AIS requirements, included a similar exemption as the CAA 2014. For any CWSRF assistance agreement signed on or after October 1, 2014, if the plans and specifications were approved prior to June 10, 2014 (the enactment of WRRDA), then the project is exempt from AIS requirements. For assistance agreements signed prior to October 1, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014, AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this exemption in Section 608 (f).

The following table summarizes AIS exemptions based on the plans and specifications approval date for CWSRF funded projects.

3/16/2015

CWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	<ul style="list-style-type: none"> • Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
On or after 10/1/2014	6/10/2014	<ul style="list-style-type: none"> • Clean Water Act Section 608

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

2. Q: Does the AIS requirement apply to refinanced CWSRF projects?

A: Yes, in some cases. If a project began construction, financed from a non-CWSRF source prior to June 10, 2014, but is refinanced through a CWSRF assistance agreement executed on or after October 1, 2014, AIS requirements will apply to all construction that occurs on or after June 10, 2014, through completion of construction, unless engineering plans and specifications were approved by the responsible state agency prior to June 10, 2014. For CWSRF projects funded on or after October 1, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to June 10, 2014.

DWSRF PROGRAM

3. Q: The Consolidated and Further Continuing Appropriations Act 2015 continues the AIS requirements for DWSRF funded assistance agreements. Does the Act include an exemption for plans and specifications approved prior to the enactment of the legislation, similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?

A: Yes. The Consolidated and Further Continuing Appropriations Act 2015 includes a similar exemption as the CAA 2014. For any assistance agreement signed on or after December 16, 2014 (the enactment of the Act), if the plans and specifications were approved prior to December 16, 2014, then the project is exempt from the AIS requirements. For assistance agreements signed prior to December 16, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014 AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of the exemption in Section 424(f).

4. Q: Do DWSRF assistance agreements signed during the time period between September 30, 2014, and December 16, 2014, still have to comply with the AIS requirements?

A: Yes. The Continuing Appropriations Resolution 2015 was signed on September 19, 2014, which extended funding for the DWSRF with the same conditions that were made applicable by the language in the Fiscal Year 2014 appropriations, including the requirement for the use of American Iron and Steel products in projects receiving financial assistance from the DWSRF. Therefore, all assistance agreements starting October 1, 2014, through the enactment of the Consolidated and Further Continuing Appropriations Act 2015 (signed December 16, 2014), must include the AIS requirements. However, if the plans and specifications for any of these projects were approved prior to April 15, 2014 (the date the national waiver was signed), then the project is exempt from the AIS requirements.

The following table summarizes AIS exemptions based on the plans and specifications approval date for DWSRF funded projects.

DWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	<ul style="list-style-type: none"> Consolidated Appropriations Act 2014 National waiver signed 4/15/2014*
10/1/2014 through 12/15/2014	4/15/2014	<ul style="list-style-type: none"> Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)** National waiver signed 4/15/2014*
12/16/2014 through 9/30/2015	12/16/2014	<ul style="list-style-type: none"> Consolidated and Further Continuing Appropriations Act 2015

* To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014

** Following the first continuing resolution, there were two additional CRs to fill the gap between 12/11/2014 and 12/16/2014

5. Q: Does the AIS requirement apply to refinanced DWSRF projects?

A: Yes, in some cases. If a project began construction, financed from a non-DWSRF source prior to December 16, 2014, but is refinanced through a DWSRF assistance agreement executed on or after December 16, 2014, AIS requirements will apply to all construction that occurs on or after December 16, 2014, through completion of construction, unless engineering plans and

specifications were approved by the responsible state agency prior to December 16, 2014. For DWSRF projects funded on or after December 16, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to December 16, 2014.

BOTH CWSRF AND DWSRF PROGRAMS

- 6. Q: If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, would the product be compliant under the AIS requirements?**

A: Yes. The product would still be considered a compliant product under AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States.

The exemption above only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.



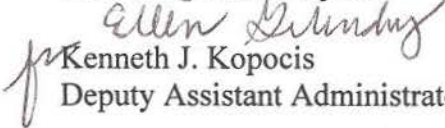
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

FEB 18 2015

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: National Product Waiver for Pig Iron and Direct Reduced Iron for State Revolving Fund Projects

FROM: 
Kenneth J. Kopocis
Deputy Assistant Administrator

The U.S. Environmental Protection Agency is hereby granting a national product waiver pursuant to the "American Iron and Steel" provisions of the Clean Water Act and Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," for certain intermediate goods used in the manufacture of iron and steel products.¹ This waiver permits the use of pig iron and direct reduced iron manufactured outside of the United States in domestic manufacturing processes for iron and steel products used in projects funded by a Clean Water or Drinking Water State Revolving Fund that may otherwise be prohibited absent this waiver. The waiver is retroactive and thus also applies to the use of non-domestic pig iron and direct reduced iron before the signature date.

Background: Pig iron and direct reduced iron are intermediate products of iron and steel manufacturing used as material feed sources in iron and steel foundries and steel mills. Pig iron is a product of iron ore smelting in a blast furnace. It is made from molten iron, which has been cast in the shape of "pigs" as it comes from the blast furnace. Direct reduced iron ore is produced from iron ore, pellets or fines, which are reduced in a solid state using natural gas. Hot briquetted iron, or HBI, is a compacted form of direct reduced iron with enhanced physical characteristics for shipment and storage.

Coverage: This waiver permits the use of iron and steel products that were manufactured using non-domestic pig iron and direct reduced iron in projects that receive funds from either the CWSRF or DWSRF. Any project that received or will receive funds from the CWSRF or DWSRF beginning with the enactment of P.L. 113-76, the "Consolidated Appropriations Act, 2014," may use this waiver for iron and steel that use these intermediate goods.

Rationale: The AIS provisions require CWSRF and DWSRF assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded

¹Absent a waiver, all treatment works and drinking water facilities that are constructed, in whole or in part, with funds from the CWSRF or the DWSRF, must use American made iron and steel. EPA is allowed under certain circumstances to provide waivers of this requirement.

through an SRF assistance agreement unless the Agency determines that it is necessary to waive this requirement. EPA has authority to issue waivers in accordance with Section 608(c)(2) of the Clean Water Act and the AIS provisions extended by P.L. 113-235, the “Consolidated and Further Continuing Appropriations Act, 2015,” under the authority of Section 424(b)(2). The provision states in part: “[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that – iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.”

Product manufacturers and suppliers informed EPA of concerns about the sufficient availability of domestically produced pig iron and direct reduced iron. The iron and steel products produced at steel mills and foundries that use non-domestic intermediate goods are not compliant with the AIS requirements. AIS compliant products used at water and wastewater projects could be in extremely short supply should a waiver of the intermediate goods not be available.

EPA conducted extensive market research on the supply of pig iron and direct reduced iron and found that domestic supplies of these goods sold on the open market are generally not available. There are three major types of facilities that manufacture iron and steel finished products: basic oxygen furnace steel mills (BOF), electric arc furnace steel mills (EAF) and foundries. BOF steel mills undertake both iron making and steel making, as molten iron from the blast furnace is the required feedstock for BOF steel production. EAF steel mills and foundries, on the other hand, use iron and steel scrap as their principal feedstock, which must be supplemented with the use of pig iron and/or direct reduced iron in their manufacturing processes to achieve required steel qualities.

EPA market research has shown that BOF steel mills are able to produce adequate amounts of pig iron to meet their own demands, but these mills use the bulk of this production for their own processes and do not sell pig iron on the open market in sufficient quantities. At this time, there is only one producer of direct reduced iron operating in the U.S. and the company uses the output internally for EAF steel production. Therefore, EAF steel mills and foundries must import pig iron and direct reduced iron to meet their iron needs.

At least 60 percent of the nation’s steel production comes from the EAF steel mills that use non-domestic pig iron and direct reduced iron in their manufacturing processes. Consequently, the majority of steel used in water and wastewater projects would not be compliant with the AIS requirements absent this waiver. Similarly, most, if not all, of the iron foundries in the United States use non-domestic pig iron and direct reduced iron to produce cast and ductile iron products used by water and wastewater projects. Therefore, the majority of iron used in water and wastewater projects would not be compliant with the AIS requirements absent this waiver. Hence, EPA is hereby providing a nationwide waiver pursuant to AIS requirements to cover the non-domestic intermediate iron goods used in the manufacture of iron and/or steel components and products for water and wastewater projects.

Public Comments: EPA requested comments on the draft national waiver and a majority of the comments received were supportive of a national waiver. The commenters in support of the waiver agreed with the Agency’s conclusion that pig iron and direct reduced iron are not

produced in the United States in sufficient and reasonably available quantities to meet the needs of many domestic foundries and steel mills. These commenters believe that the waiver will ensure that pig iron and direct reduced iron are treated similarly to raw material inputs in iron and steel manufacturing and by doing so the EPA will preserve the viability of the AIS requirement. These commenters also state that the waiver would treat pig iron and direct reduced iron in a manner consistent with the implementation of other similar federal laws such as the Federal Highway Administration's Buy America requirement. The FHWA issued a similar nationwide waiver of the Buy America requirements in 1995 for pig iron and processed, pelletized and reduced iron ore.

A few commenters challenged the Agency's issuance of a nationwide waiver of the AIS requirements for pig iron and direct reduced iron. These commenters disagreed with the Agency's interpretation of the AIS requirements and stated that raw materials used in iron and steel production must also be produced in the United States. In addition, the commenters questioned whether the Agency could exempt iron and steel products that are composed of non-domestic materials.

The statutory language lists the categories of products that are considered "iron and steel products." The statutory requirements include provisions that allow the EPA to issue waivers under defined conditions, including the case where iron and steel products are not produced in the United States in sufficient and reasonably available quantities. The Agency's market research, supported by comments from manufacturers, has shown that pig iron and direct reduced iron are not produced in the United States in sufficient and reasonably available quantities. Therefore the Agency is authorized to issue a waiver for iron and steel products composed of non-domestic pig iron and direct reduced iron.

Legal Authority: Legal authority for the AIS requirements for CWSRF projects is included under Sec. 608(c)(2) of the Clean Water Act and previously under P.L. 113-76, the "Consolidated Appropriations Act, 2014," under the authority of Section 436(b)(2). Legal authority for the AIS requirements for DWSRF projects is included under P.L. 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," under the authority of Section 424(b)(2) and also previously under P.L. 113-76. This waiver will continue in force for DWSRF projects under any continuing resolutions or statutes that use similar language as in Section 424 of the "Consolidated and Further Continuing Appropriations Act, 2015."

If you have questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kiri Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the “American Iron and Steel (AIS)” requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel” (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, “[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency... finds that— (1) applying subsection (a) would be inconsistent with the public interest” 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

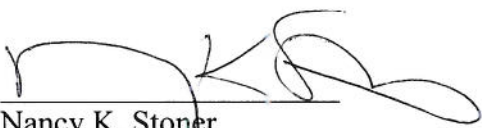
- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by: 
Nancy K. Stoner
Acting Assistant Administrator



OCT 27 2015

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: National Product Waiver for Minor Components within Iron and Steel Products (with Cost Ceiling) for State Revolving Fund Projects

FROM: Kenneth J. Kopocis *Kenneth J. Kopocis*
Deputy Assistant Administrator

The U.S. Environmental Protection Agency is hereby granting a national product waiver pursuant to the “American Iron and Steel” provisions of the Clean Water Act and Public Law 113-235, the “Consolidated and Further Continuing Appropriations Act, 2015,” (hereinafter referred to as “the Acts”) for minor components within a product under an established cost ceiling.¹ The waiver will permit projects funded by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund to use non-domestically produced miscellaneous minor components within an otherwise domestically produced iron and steel product for up to 5 percent of the total material cost of the product. These products could be prohibited absent this waiver. This waiver is retroactive, and so also applies to products purchased before the signature date of this waiver.

Coverage: The items covered by this waiver include miscellaneous minor components within iron and steel products as defined in the AIS provisions of the Acts. The specific minor components in covered iron and steel products will vary by product and manufacturer. Pursuant to this waiver, non-domestically produced miscellaneous minor components comprising up to 5 percent of the total material cost of an otherwise domestically produced iron and steel product may be used. This waiver does not exempt the whole product from the AIS requirements, and the primary iron or steel components of the product must be produced domestically. Unless subject to a separate waiver, all other iron and steel components in these products must still meet the AIS requirements. Valves and hydrants are also subject to the cost ceiling requirements described here. This waiver supersedes the EPA’s previous guidance issued on May 30, 2014, (Question 1) related to minor components in valves and hydrants.

The coverage of this waiver is different from that of the existing national de minimis waiver. While the national de minimis waiver covers entire products (when those products are generally of low cost and incidental to the construction of the project), this waiver covers minor components within an iron and steel product. In addition, the national de minimis waiver is intended for assistance recipients to use for their projects, while this minor components waiver is intended to allow manufacturers to certify that their products comply with the AIS requirements.

¹ Absent a waiver, all treatment works and drinking water facilities that are constructed, in whole or in part, with funds from the CWSRF or the DWSRF, must use American made iron and steel. The EPA is allowed under certain circumstances to provide waivers of this requirement.

Rationale: The AIS provisions require recipients of CWSRF and DWSRF assistance to use specific domestically-produced iron and steel products in their project, unless the Agency determines it is necessary to waive this requirement. The EPA has authority to issue waivers in accordance with Section 608(c)(1) of the Clean Water Act and the AIS provisions extended by P.L. 113-235, the “Consolidated and Further Continuing Appropriations Act, 2015,” under the authority of Section 424(b)(1). The provisions state in part: “[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency... finds that... applying subsection (a) would be inconsistent with the public interest.”

Many product manufacturers and suppliers identified significant compliance challenges absent this waiver. Water and wastewater utilities are generally unable to obtain a range of AIS compliant iron and steel products (such as valves, hydrants and pipe restraints) that contain 100 percent domestic components. The manufacturers stated that the origin of a significant proportion of very small minor components cannot be reliably tracked or even discerned. They provided examples of product lines that would need duplicative inventories of extremely low-cost miscellaneous minor components in order to supply AIS compliant products. Manufacturers also raised concerns related to challenges of inventory tracking, inventory control and excessive costs associated with duplicative inventory needed to supply utilities with essential domestic products.

The EPA concludes that requiring manufacturers and suppliers to overcome the challenges identified above would be inconsistent with the public’s interest. In order to balance the reliability, availability and maximum supply of domestically produced iron and steel products, it is acceptable for a manufacturer to incorporate a relatively small proportion of miscellaneous minor components of non-domestic or unknown origin within an otherwise domestically manufactured product.

Legal Authority: Legal authority for the AIS requirements for CWSRF projects is included under Sec. 608(c)(1) of the Clean Water Act and previously under P.L. 113-76, “Consolidated Appropriations Act, 2014,” under the authority of Section 436(b)(1). Legal authority for the AIS requirements for DWSRF projects is included under P.L. 113-235, the “Consolidated and Further Continuing Appropriations Act, 2015”, under the authority of Section 424(b)(1) and also previously under P.L. 113-76. This waiver will continue in force for DWSRF projects under any continuing resolutions or statutes that use similar language as Section 424 of the “Consolidated and Further Continuing Appropriations Act, 2015.”

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kiri Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Public Awareness/Project Sign

Environmental Protection Agency (EPA) Guidelines
to Enhance Public Awareness of CWSRF and DWSRF Programs

Recipients are required to promote public understanding of the positive benefits of CWSRF and DWSRF funding to towns, cities, municipalities and water systems and to communicate EPA's role in funding assistance.

The below listed guidelines present a number of options which communities can explore to implement EPA's policy. The option selected should best communicate the positive role EPA funding of the state CWSRF and DWSRF programs plays in communities across the country, while remaining cost-effective and accessible to a broad audience.

- **Standard signage**
- **Posters, brochures or wall signage in a public building or location**
- **Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility**
- **Insert or Pamphlet in Water/Sewer Bill**
- **Online signage placed on community website or social media outlet**
- **Press release**

1. Standard Signage

to include:

- The name of the facility, project and community
- Project cost
- The State of Nevada, State Revolving Fund program
- The EPA and State of Nevada logos as shown

Program and logos:

This project received funding from the State Revolving Loan Fund Program which is financially supported by the State of Nevada and the EPA



The EPA logo should be made the same relative size as the other logos on the signage.

Sign logo and seal specifications are available at:

http://www.epa.gov/ogd/tc/epa_logo_seal_specifications_for_infrastructure_grants.pdf

Note: The EPA logo may only be used on a sign

Environmental Protection Agency (EPA) Guidelines
to Enhance Public Awareness of CWSRF and DWSRF Programs

- 2. Posters, Brochures or Wall Signage**
- 3. Newsletter, Periodical or Press Release**
- 4. Insert or Pamphlet**
- 5. Online & Social Media Publicity**

to include:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Posters or brochures should be placed in a public location that is accessible to a wide audience of community members.

If a recipient decides on a public or media event, the SRF must be notified 3 weeks in advance to allow us to notify EPA to provide the opportunity to attend the event. Notify:

Jason Cooper
j.cooper@ndep.nv.gov
775 687-9531

EPA Suggested Language for Alternate Options:

“Construction of upgrades and improvements to the **[Name of Facility, Project Location, or Wastewater Treatment Plant]** were financed by the **[Clean Water/Drinking Water]** State Revolving Fund. The **[Clean Water/Drinking Water]** program is administered by the Nevada Division of Environmental Protection with joint funding from the U.S. Environmental Protection Agency and State of Nevada. This project is **[description of project]** and will provide water quality benefits **[detail specifying particular benefits]** for community residents and businesses in and near **[name of town, city, and/or water body or watershed to benefit from project]**.

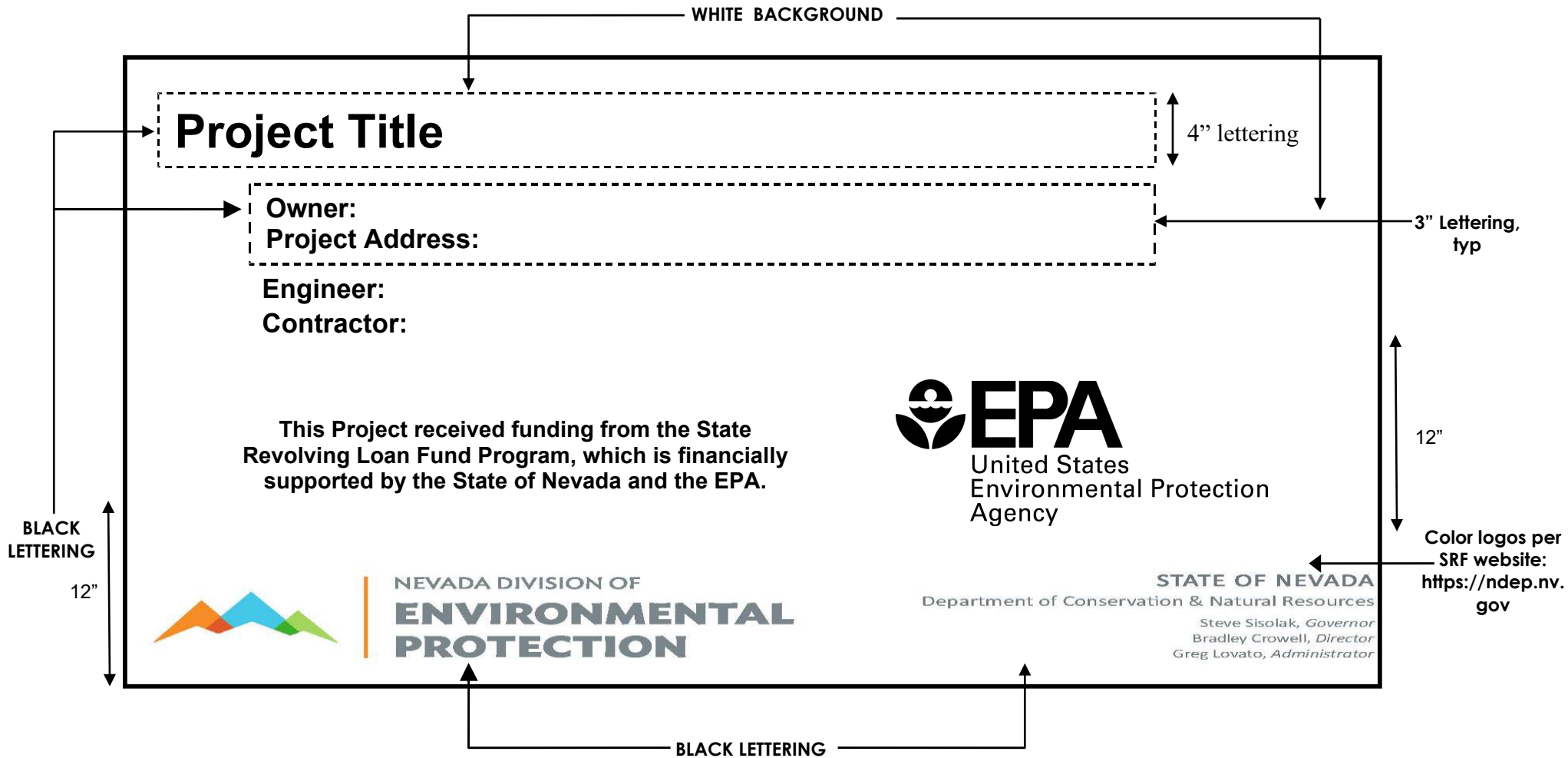
If you need any further information or have any questions relating to the EPA requirement, please contact:

Michelle Stamates
mstamates@ndep.nv.gov
775 687-9331

or Jason Cooper at above address or phone

Normally ~8 ft long x ~4 ft wide

TEMPORARY CONSTRUCTION SIGN FOR SRF FUNDED PROJECTS



Note: Contact M. Stamates @ 775.687.9331 or mstamate@ndep.nv.gov for EPS files of the EPA and NDEP logos

State Historic Preservation

HISTORIC PRESERVATION

In accordance with NRS 383.121, the following procedures shall be followed in the event that historic; prehistoric or paleo environmental evidence is discovered during subsurface excavation at the site of construction.

- 1) The Engineer shall issue a "Stop Work Order" directing the CONTRACTOR to cease all construction operations at the location of such potential cultural resources find.
- 2) Such "Stop Work Order" shall be effective until such time as the State Historic Preservation Office has been notified at:

State Historic Preservation Office
901 South Stewart Street
Carson City, Nevada 89701-4285
ATTN: Rebecca Palmer

and the Engineer and the CONTRACTOR have cooperated with the Office to preserve or permit study of such evidence before its destruction, displacement or removal.

If the Office determines that the potential find is a bona fide historic resource, the Engineer shall extend the stop work order in writing until the impacts upon the find have been mitigated to the satisfaction of the Office to the fullest extent practicable.

Equitable adjustment of the construction contract shall be made, by change order in the following manner:

1) Contract Time

If the work temporarily suspended is on the "critical path," the total number of days for which the suspension is in effect shall be added to the Contract Time.

If a portion of work at the time of such suspension is not on the "critical path," but subsequently becomes work on the critical path, the allowable Contract Time will be computed from the date such work is classified as on the critical path.

2) Contract Price

If, as a result of a suspension of the work, the CONTRACTOR sustains a loss which could not have been avoided by his judicious handling of forces, equipment, and/or redirection of forces or equipment to perform other work on the contract, there shall be paid to the CONTRACTOR an amount as determined by the Engineer to be fair and reasonable compensation for the CONTRACTOR's actual loss in accordance with the following:

a) Idle Time of Equipment

Compensation for equipment idle time will be determined on a time and materials basis and shall include the extra cost of moving of equipment and rental loss.

b) Idle Time of Labor

Compensation for idle time of workers will be determined by the Engineers "Labor" less any actual productivity factor of this portion of the work force.

c) Increased costs of Labor and Materials

Increased costs of labor and materials will be compensated only to the extent such increase was in fact caused by the suspension, as determined by the Engineer.

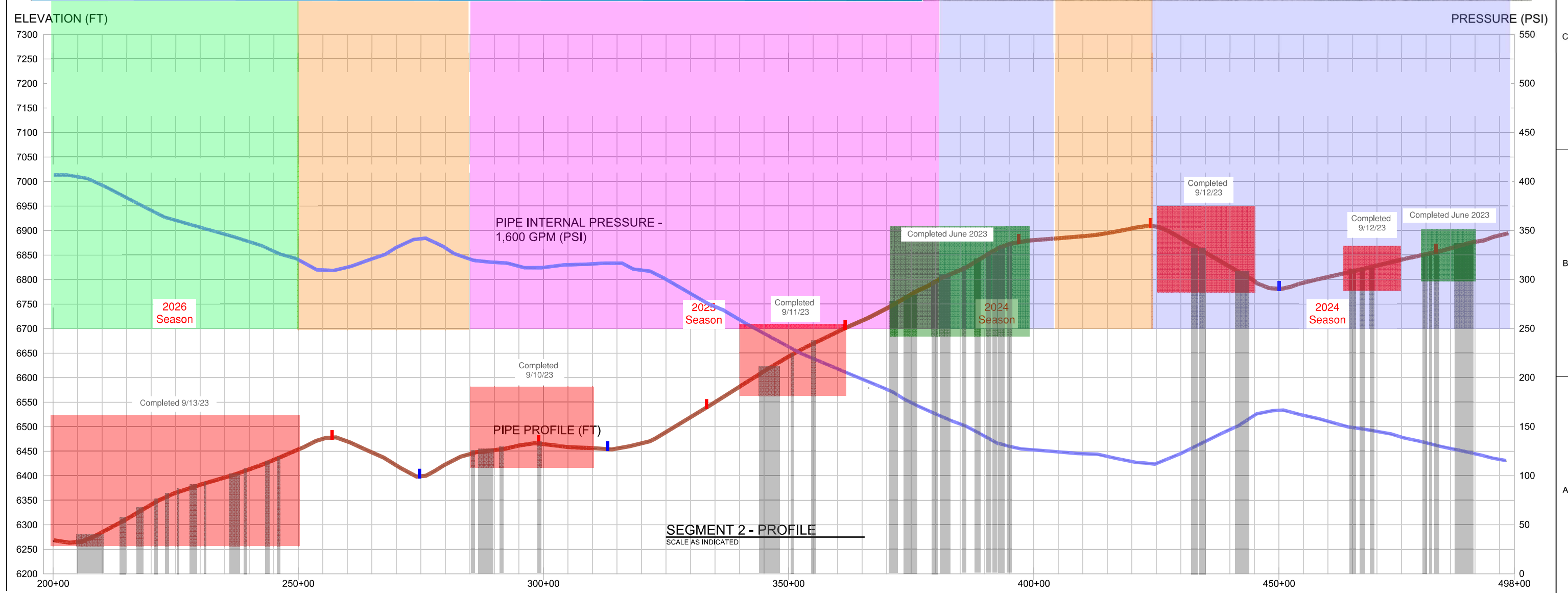
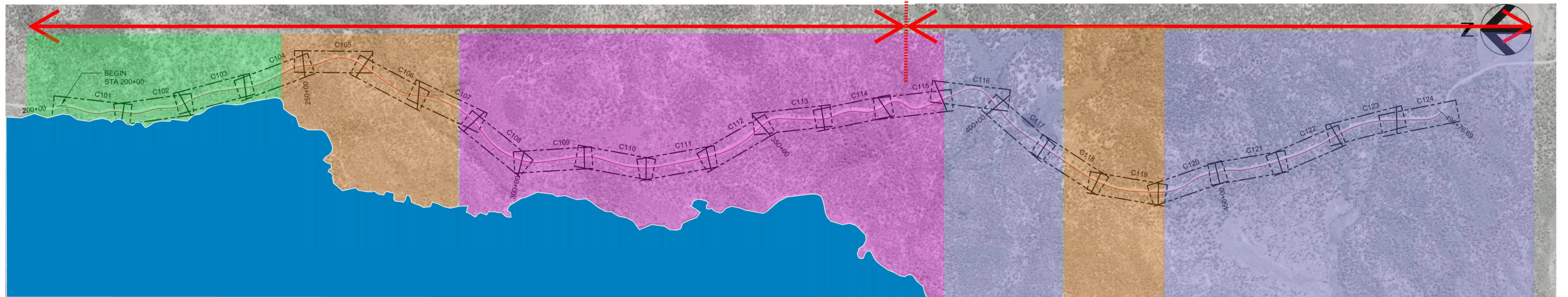
Compensation for actual loss due to idle time of either equipment or labor shall not include markup for profit.

The hours for which compensation will be paid will be the actual normal working time during which such delay condition exists.

The days for which compensation will be paid shall be full or partial calendar days, excluding Saturdays, Sundays, and legal holidays, during the existence of such delay.



**Segment 2
(High-Pressure Zone)**

**Segment 3
(Low-Pressure Zone)**



Anticipated Rock Area vs. Confirmed Rock Locations (thru 9/13/23)

All phasing is approximate and subject to change.

-  - Indicates confirmed rock locations
-  - Horiz. Gridlines = 500LF (400+00 to 450+00 = 5,000LF)

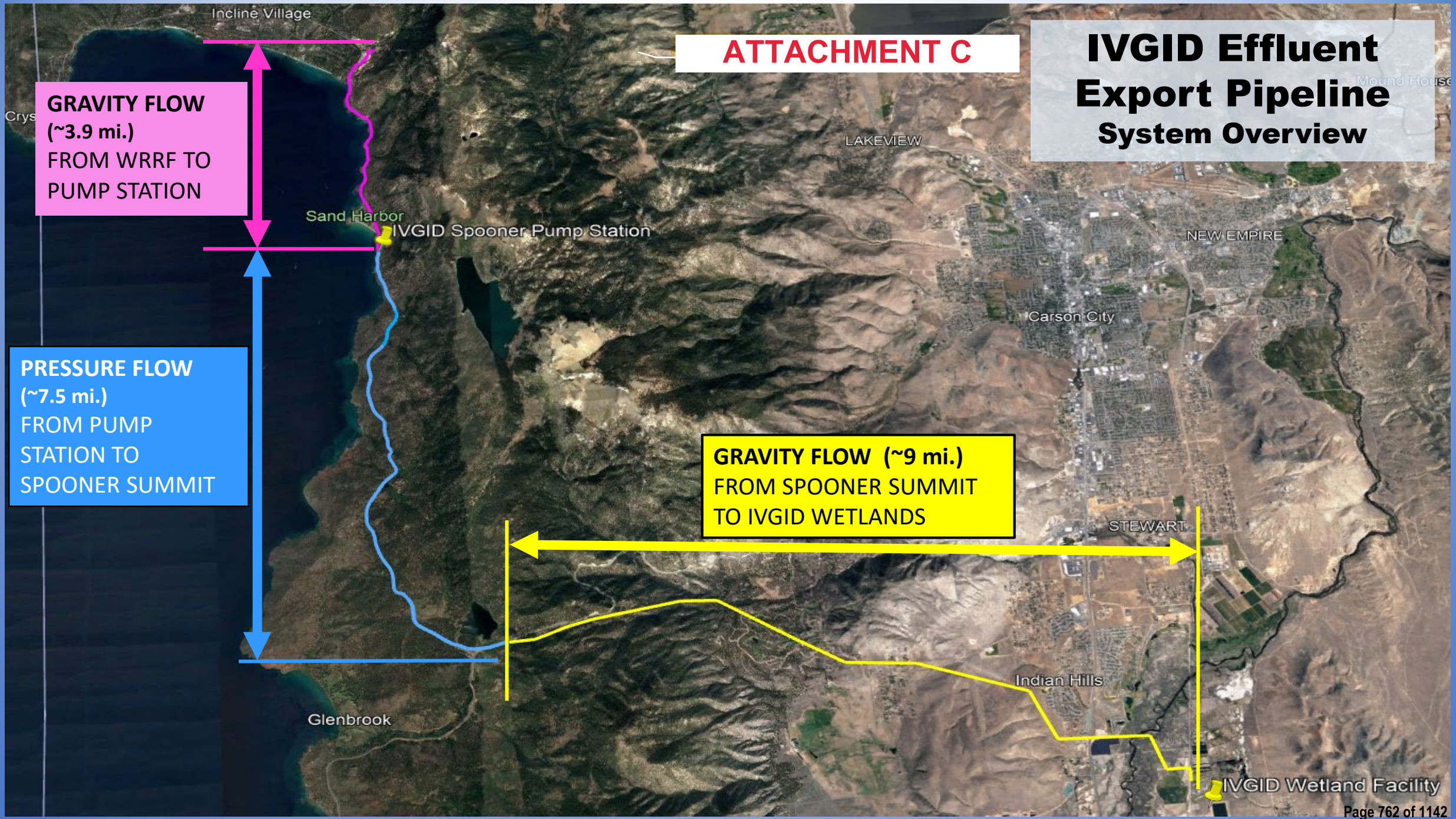
ATTACHMENT C

IVGID Effluent Export Pipeline System Overview

GRAVITY FLOW (~3.9 mi.) FROM WRRF TO PUMP STATION

PRESSURE FLOW (~7.5 mi.) FROM PUMP STATION TO SPOONER SUMMIT

GRAVITY FLOW (~9 mi.) FROM SPOONER SUMMIT TO IVGID WETLANDS

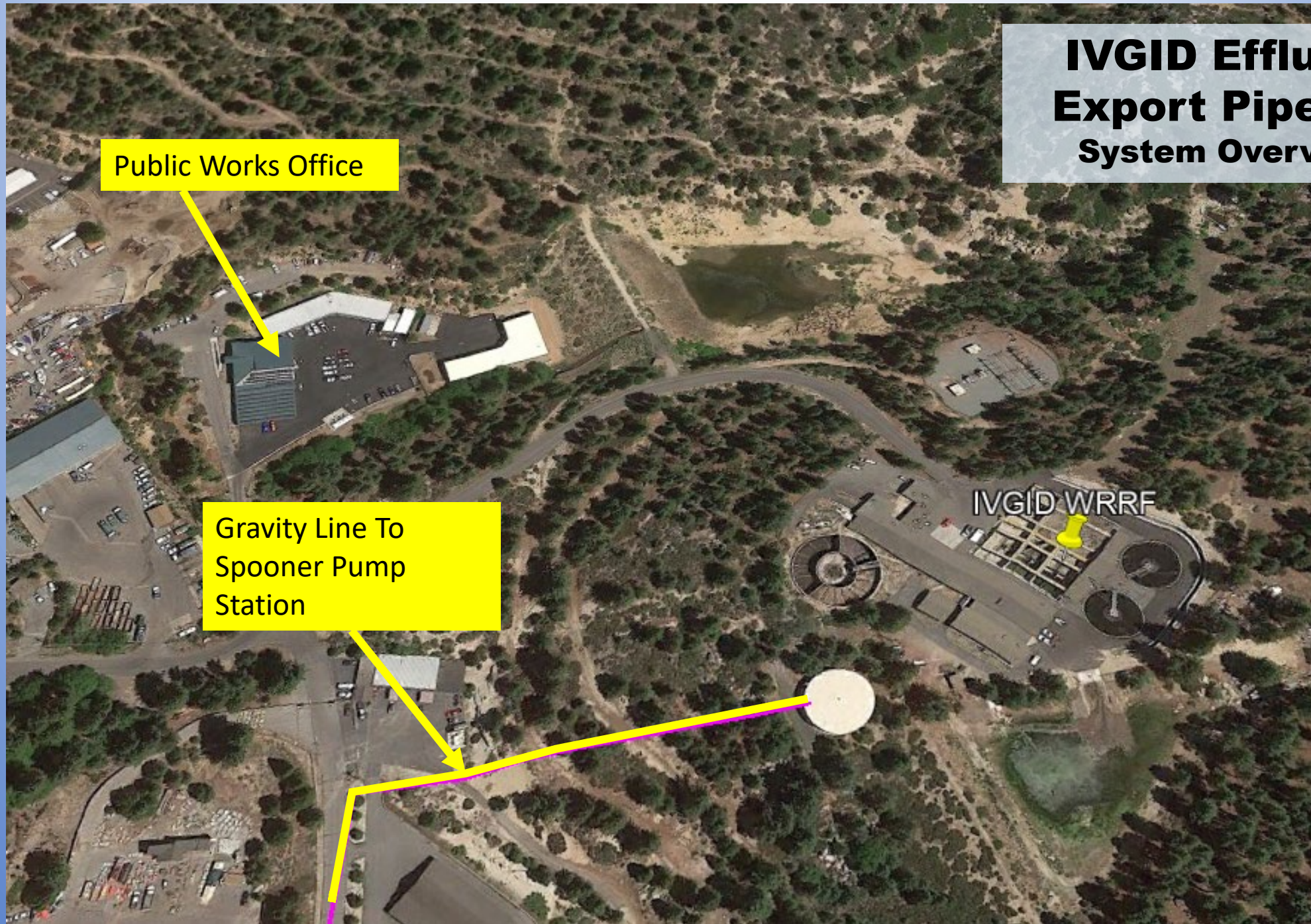


IVGID Effluent Export Pipeline System Overview

Public Works Office

Gravity Line To Spooner Pump Station

IVGID WRRF



IVGID Effluent Export Pipeline System Overview

Gravity Pipeline from WRRF

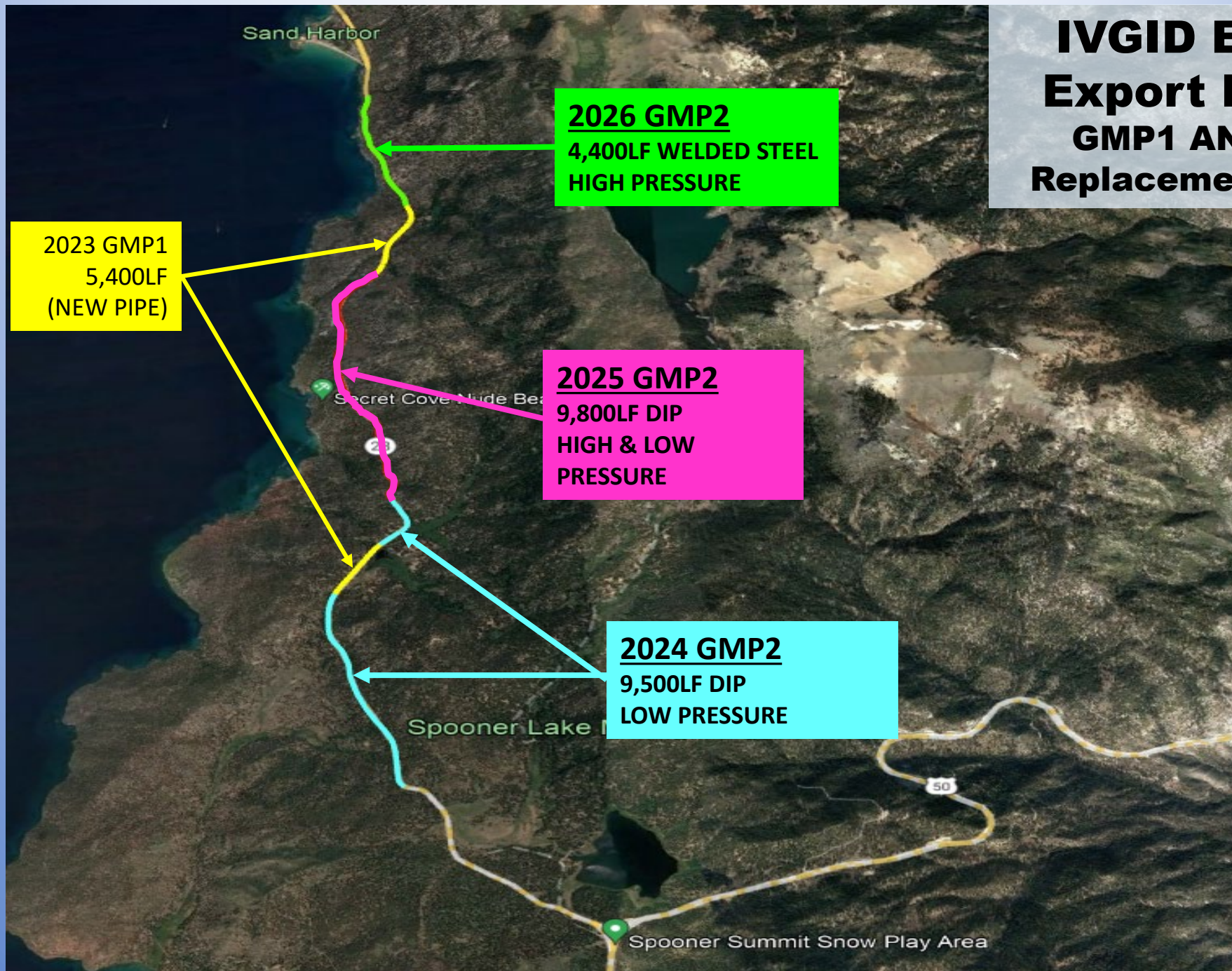
Spoooner Pump Station

High Pressure Effluent Export Pipeline

IVGID Effluent Export Pipeline System Overview



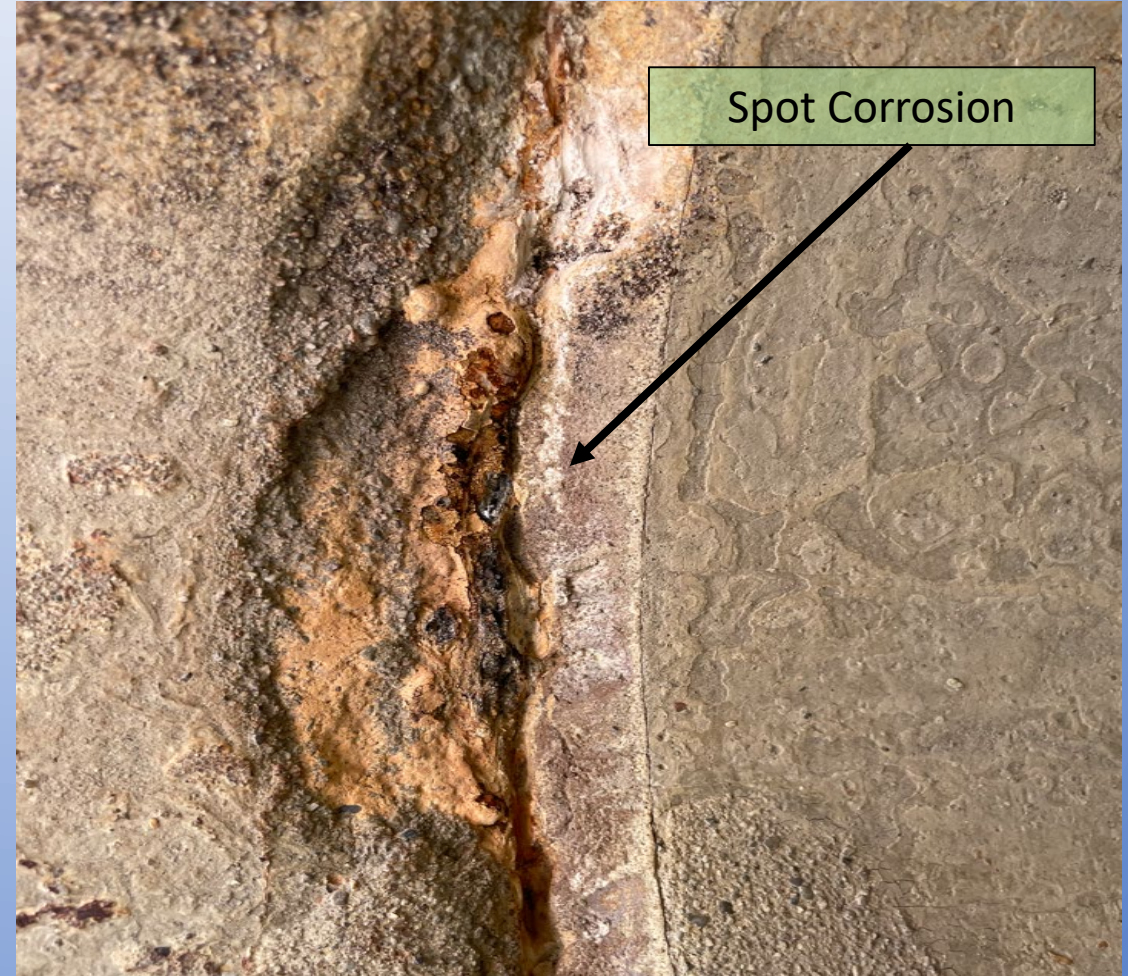
IVGID Effluent Export Pipeline GMP1 AND GMP2 Replacement Phasing



The Problems: High-Pressure Section

*Original Install 1970

Existing Steel Pipe
removed in GMP1



**CCTV Footage
High-Pressure
(Segment 2)**



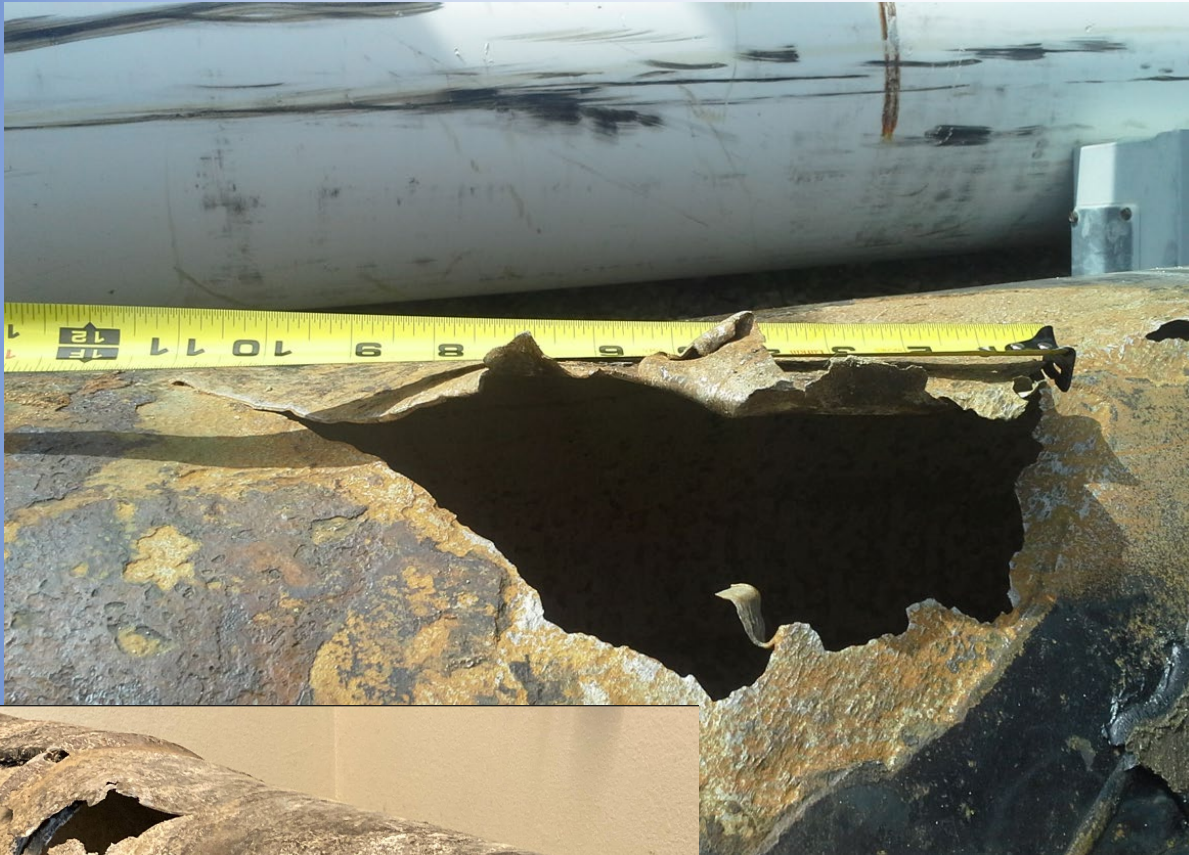
**CCTV Footage
High-Pressure
(Segment 2)**



POOR CONDITION
MORTAR LINING AT
WELD JOINT



The Problems: “Low” Pressure Section



2014 PHOTO FROM
EXPORT LINE FAILURE

The Problems: “Low” Pressure Section



EXPORT LINE FAILURE
2014

Construction 2023



Construction 2023



Construction 2023 Challenges



Construction 2023



Questions?

